The Bombay Gazette.

No. 7,010.—New Series. BOMBAY:—THURSDAY, JULY 27, 1871. Annual Subscription in Advance—Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance delivered in Town .....Rs. 52 0
——————including postage..... „ 72 0
For half year in advance, delivered in Town ..... „ 28 0
——————including postage ..... „ 38 0
For three months' advance, delivered in Town... „ 16 0
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TERMS FOR ADVERTISEMENTS.

Ten Lines and under
First insertion.....Rs. 5 0
Second Ditto ..... „ 2 8
Third Ditto ..... „ 2 8
Fourth and succeeding insertions ..... „ 0 2½ As. per line.
No Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion ..... 8 As. per line.
Second Ditto ..... 4½ „ „
Third and succeeding..... 2½ „ „
In the Native Languages, double the above.
Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo, every fourteen days.

The Steam-ship DACCA, 1,659 Tons, 300 H.P., Commander J. Fatterson, will be despatched on TUESDAY, the 1st Aug., at noon.

	Aug.		August.
Leave BOMBAY	1	Leave Madras	14
„ Carwar	3	„ Cocoanada	16
„ Narrakel	5	„ Viragapatam	17
„ Allepey	6	„ Bimlipatam	17
„ Tuticorin	7	„ Gopalpore	18
„ Colombo	8	„ False Point	19
„ Galle	9	Arrive CALCUTTA	20
„ Pointde Pegu	12		

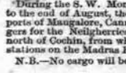
During the S. W. Monsoon, viz., from the beginning of June to the end of August, the Steamers do not communicate with the ports of Mangalore, Cannanore, Calicut and Cochin, but passengers for the Neilgherries may be landed at Narrakel, six miles north of Cochin, from whence they may proceed by back water to stations on the Madras Railway.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF via KURRACHEE.

Interchanging Cargo and Passengers at Bussora, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.



THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at KURRACHEE, GUADUR, MUSCAT, BUNDER ABBAS, LINGA, BUSHIRE, FAO, MAROMERAH, and BUSSORAH.

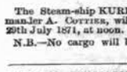
The Steam Ship INDIA, 1,010 tons, 200 H.P., Commander R. L. Turner, will be despatched on SATURDAY, the 5th August, 1871, at noon.

	Aug.		Sep.
Leaves BOMBAY	5	Leaves BUSSORAH	3
„ Kurrachee	9	„ Fao	25
„ Guadur	10	„ Bushire	26
„ Muscat	12	„ Linga	31
„ Bunder Abbas	14	„ Bunder Abbas	3
„ Linga	16	„ Muscat	5
„ Bushire	18	„ Guadur	5
„ Fao	20	„ Kurrachee	9
Arrive BUSSORAH	21	Arrive BOMBAY	12

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.



THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every SATURDAY, at noon.

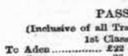
The Steam-ship KURRACHEE, 510 Tons, 120 H.P., Commander A. Cottes, will be despatched on SATURDAY, the 29th July 1871, at noon.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH ITALY,

(VIA SUEZ CANAL).



ITALIAN STEAM NAVIGATION COMPANY of Messrs. R. RUBATTINO & Co., GENOA.

The regular Steamers leave

GENOA on the 24th, and BOMBAY on the 1st of each month.

PASSENGER RATES,

(Inclusive of all Transit Fees through the Suez Canal.)

	1st Class.	2nd Class.	3rd Class.	
To Aden	£22	£15	£4	Without Food.
Suez	36	22	8	
Port Said	38	24	9	
Alexandria	39	25	9-10	
Messina	45	32	13	
Naples	47	33	13	
Leghorn	50	34	14	
Genoa	50	34	14	
Marseilles, transhipment at Genoa	52	35	14-10	

Including Wines.

Children under 8 years, free of charge.
Children not above 10 years, half fare.
Next Steamers from Bombay,

INDIA, on TUESDAY, 1st AUGUST, 1871.
ARABIA, on FRIDAY, 1st SEPTEMBER, 1871.

The exact hour of departure will be fixed and published a day or two previous to sailing.

For Hand-books of information, Rates of Freight, &c., apply to VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 2nd July 1871.

NOTICE TO SHIPMASTERS, BOATMEN, and OTHERS.—A CARGO BOAT, containing 60 Bales Cotton, belonging to the undersigned, and marked K P & C on top, 2½ in an oblong, and N O below—Nos. 411/100, HAVING SUNK in the HARBOUR near the Middle Ground, any persons finding the said Bales of Cotton will please communicate at once with

KUNKLEE, PREISWERCK, & Co.

Bombay, 24th July 1871.

CARGO PER "BREADALBANE," S. S. from LONDON.—CONSIGNEES of CARGO by the above STEAMER are informed that 2,644 Cases (various marks) of WINES, BRANDY and BEER have come forward per "HAMOODY" from Jeddah, and are requested to take delivery of their Goods as they are landed on the Custom House Bunder, where they lie at Owner's risk.

Consignees are required to sign the Average Bond now in circulation, and to forwarding Delivery Orders and Bills of Lading for our inspection and signature, to accompany these documents with a declaration of the value of their respective shipments, as well as a deposit on account of expenses incurred, equivalent to one-third of the value of their goods, pending adjustment of the Statement.

Freight also is due at the rate of 11½ Rupees per ton.

CAMPBELL, MITCHELL, & Co.,
Agents to Lloyds.

PESTONJEE EDULJEE SHROFF.

LIVERY STABLES,

Calbadevee Road, next door Jamsetjee, Noorbhai and Co., and the Branch Post Office.

P. E. S. lets out on hire good Palanquin Shigrams, Phaetons, Carriages, Buggies, and Broughams, with either one horse or a pair. Charges moderate.

MESSRS. HEPTOOLA ALLEEBHOY AND COMPANY.

22, Apollo Street, opposite the Secretariate,

Respectfully to invite the attention of Merchants, Captains of Vessels, Contractors, and the public in general, to their large Stock, consisting of SHIP CHANDLERY of all sorts, including Anti-fouling Composition, for the bottoms of steam vessels, and every description of engineering plant for the repairs of steamers, &c., &c. All articles supplied will be of the best quality and at moderate rates, and orders will meet with prompt execution and be carried out in a manner which they trust will meet with approbation and a continuance of favours. A few articles on hand enumerated below, which may meet with attention :—

Best Europe Canvas, Nos. 1 to 4, at 6 annas 6 pies per yard.
Peacock's and Mellmes's Anti-fouling Composition
McDougall's Disinfecting Powders.
Taps and Dies (Whitworth's), complete in cases.
Low Moor Iron Bars, Plates and Rivets.
Best Tiltock Fleur in barrels, at Rs. 24 a barrel.
Copper and Brass Pipes of sizes.

Roman Cement in Casks.	Fire Engines complete.
Corrugated Iron.	Patent Water Closets.
Jim Crows.	Traversing Screw Jack
Smiths' English Bellows.	Corrugated Iron.
Canvas.	Belting of sizes.
Rollers, Skins	Clear Cloth.
Bundling Twine.	Paper for Mill use.
Portland Cement.	Iron Tanks of sizes.
Paint Oil, of various sorts	Fire Bricks.
Wire Netting.	Perforated Zinc Sheets.

N.B.—The Trade supplied at moderate rates.

ADVERTISING AT RAILWAY STATIONS.

THE Proprietor of the "Bombay Gazette" Press having leased (among other privileges) from the Great Indian Peninsula Railway Company, and the Bombay, Baroda, and Central India Railway Company, the exclusive right of advertising at all the Railway Stations belonging to these two Companies, is prepared to contract with parties desirous of posting Notices or Advertisements on the lines.

The announcements may be in English or in any of the Native languages.

The advantages which Railway Stations present as a means of bringing intimations of all kinds before the public have been demonstrated in England by the extensive use which is made by Advertisers, of every station, great and small, along every line in the United Kingdom.

Insurance Companies, Shipping Companies, Hotel-keepers, Merchants, Traders, and others who wish to force their business on the notice of the public, all alike value he privege of Railway Station Advertising.

There is no reason why the privilege should not be also specially valuable to Advertisers in India. Looking to the great and increasing number of Native Railway passengers on the two trunk lines of Western India, native merchants, traders, &c., seeing that they have a special interest in advertising in their own language, would find the publication of their announcement, at Railway Stations a decided means of extending their business.

Placards, according to the taste of Advertisers, may be printed at the "Bombay Gazette" Press.

Advertisers can select the Stations, on either line, at which they wish their Placards posted, and may advertise for any period that may be agreed on. The charges have been fixed on an extremely moderate scale to encourage Advertisers to make a liberal use of the many means now offered of making announcements known to the public.

Terms of Advertising may be had on application to the Manager "Bombay Gazette" Press.

"Bombay Gazette" Press, 1871.

SHIPPING.

OVERLAND ROUTE.

On Tuesday, the 1st August, at 3 P.M., from Mazagon.

THE P. & O. Co.'s S. S. INDUS, (3,478 tons, and 500 H.P.) Captain H. B. Greaves, will LEAVE for SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Brindisi, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Odessa, Genoa, Naples, and Havre, Liverpool or London.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon before 10 A.M. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the New Dock Head at Mazagon at 3 P.M., precisely, on the day of sailing.

REDUCTION OF FARES.

The Rates of Passage Money have been reduced as follows :—

To BRINDISI	First Class Rs. 600	Second Class Rs. 300
To SOUTHAMPTON.	„ 650	„ „ 350

Exclusive of Wines and Liquors, and the transit through Egypt.

All Children under 3 years of age, free; above 3 and under 10, half fare.

G. F. HENRY, Superintendent.

EXTRA STEAMER TO CHINA.

THE S.S. EMEU (1,538 tons, and 300 H.P.), will be despatched to CHINA on SATURDAY, the 29th instant, calling at Penang and Singapore. For Freight or Passage apply to

GEORGE F. HENRY,
Superintendent P. and O. Company.

SALES BY AUCTION.

CRAWFORD AND COMPANY,
3, Marine Street.

SALE OF MALABAR JUNGLE WOOD ROUND LOGS.

THIS DAY, THURSDAY, the 27th July at 2 P.M., Messrs. CRAWFORD & Co. will sell by Public Auction at Tank bunder on account of the Shippers.

About 700 Malabar Jungle wood round logs in small convenient lots to suit the requirements of purchasers.

A deposit of 25 per cent. will be required at the time of sale.

NOTICE.

To be Sold by Public Auction, on SATURDAY, the 29th instant, at 4 P.M. at the rooms of the undersigned, subject to the sanction of the Bench of Justices, a small piece of ground at the junction of Meadow Street and Forbes Street, measuring 96 6/9 square-yards.

Particulars to be obtained at the Office of the undersigned.

Owing to MONDAY being Cocoanut Holiday, our Weekly Sale is postponed to TUESDAY, the 1st August.

AUCTION SALE OF RARE WINES.

On TUESDAY, the 1st August, at 2 P.M., precisely.

The undersigned have received instructions to realize by Auction sale on the above date, the remainder of a very choice consignment of Wines. The brands are ample guarantee of their quality, and Messrs. Clubs and Connoisseurs are respectfully invited to embrace this opportunity of securing Wines not always to be had in the East.

The Sparkling Wines are from Messrs. Stein Brothers of Reisenheim and Duesseldorf, and the Sherry is from Messrs. Smith, Burn and Co., of London. This very valuable consignment consists of

15 Cases	1 dozen each quarts	Sparkling Hock	
20 ditto	1 ditto	ditto	ditto Moselle
8 ditto	1 ditto	ditto	ditto Burgundy
10 ditto	3 ditto	ditto	Sherry Mere Goutte pale amber, neat and generous.

N.B.—For the convenience of parties who may not be able to attend the sale, orders to purchase will be received and registered in the order of their receipt which will bear priority of right accordingly.

Bombay, 27th July 1871. CRAWFORD & Co.

BENNETT AND COMPANY.
No. 5, Forbes Street.

AUCTION SALE of valuable and handsome Household Furniture, beautiful Plated, Glass and Porcelainware, a first-class English-built four-seated Open Carriage by Dolbear, a ditto ditto double-seated brougham by Lewis of Salisbury, a handsome dog-cart by James Macnee & Co. of Edinburgh, a pair of handsome Fast-trotting Bay Arab Carriage Horses, (these horses belong to another gentleman, and are pla ed instead of those that belonged to Mr. Es ill, and wh ch are sold off privately) a powerful Bay Arab Beoughiam ditto, Sets of best English plated mounted Single and Double Harness, Plants, &c., at Malabar Hill.

THIS DAY, THURSDAY, the 27th instant, Messrs. BENNETT & Co. are instructed to sell by Public Auction, at the Residence at the above-mentioned place, the valuable and handsome Household Furniture, Plated, Glass, and Porcelainware, Carriages, Horses, &c., the property of A. L. Esteell, Esq., proceeding to England, comprising pictures, richly engraved Glassware, handsome Dinner and Breakfast and Dessert Services, best Platedware, such as a set of Dish Covers containing 4 Hotwater Curry Dishes, Cruets, Egg and Pickle Frames, Ice Pitcher, Bread Basket, Table, Piano and Chamber Candlesticks, best Cutlery, &c.; richly carved seasoned Blackwood furniture, such as a set of Dining Table in carved Dressing and Washing Tables, Clothes and Gown Presses, Wardrobe, Chest of Drawers, Dispense articles, Cooking Utensils, &c.

AT 2 P.M.

A first-class English-built Open-carriage by Dolbear, with a pair of handsome fast-trotting Bay Arab Carriage Hors s, and a set of plate mounted double Harness

A ditto ditto Circular Glass fronted light double-seated Brougham, by Lewis, with a powerful Bay Arab Horse, and a set of plate mounted Harness, Hunting Saddles, &c., &c.

Catalogues are published, and the property is now on view.

AUCTION SALE of valuable Jewellery, and other Miscellaneous Articles, by order of Government.

Messrs. BENNETT and Co. have been honoured with instructions from the Government of Bombay, to submit to Public Auction, at their Rooms, on SATURDAY, the 29th instant, at 2 P.M., the undermentioned Jewellery, &c.

1 Emerald Ring
1 Cashmere White Scarf
11 Turbans of different colours
1 Lotah Ivory Miniature Cabinet
1 Box of Yellow Cornelian
1 Agate Inkstand
1 ditto Watchstand
1 ditto Cardstand
1 ditto Temple
1 Pair of Agate Knife Handles
1 ditto ditto Punjas
1 ditto ditto Spoons
5 Sets of Agate Cups and Saucers.
1 Agate Saucer

AUCTION SALE of valuable and richly open-carved Blackwood Household Furniture, best Plated, rich Crockery and Glassware, a first-rate self-acting Organ, a large collection of Orchids, Ferns, Caladimas, and other choice Plants, &c., &c., at Cumballa Hill.

On THURSDAY, the 3rd proximo, Messrs. BENNETT & Co. are instructed to sell by Public Auction, at his residence, at the abovementioned place, the valuable and handsome Household Furniture, Plated, Glass, and Porcelainware, Piano, &c., the property of a gentleman changing his residence.

Full particulars will be given hereafter. Catalogues will be published, and the property on view 4 days before the day of sale.

Bombay, 27th July 1871. BENNETT & Co.

BREAKFAST.

EPPS'S COCOA.

GRATEFUL AND COMFORTING.

The "Civil Service Gazette" remarks :—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected Cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills.

Sold only with boiling water or milk. Sold only in tin-lined packets, or in tins, labelled—

JAMES EPPS & Co.,
HOMŒOPATHIC CHEMISTS, LONDON.

*** J. E. & Co. also prepare Cocoa with condensed milk, in soldered tins for export, labelled "Epps's Milky Cocoa."

OVER 3,500,000 IN OPERATION.

THE "NEEDLE" LUBRICATOR

(Lieuvain's Patent), Price One Shilling each,
Supersedes all others in efficiency and economy.
Saves 90 per cent. in oil.

Sole Licensees,
CLARKE and DUNHAM,
COLONIAL ENGINEERS.
Millstone and Modern Flour Mill Machinery Factore
48, Mark Lane, London.
LIBERAL DISCOUNT TO SHIPPERS.

D. HOGARTH & Co.'s
CELEBRATED
PRESERVED PROVISIONS,
Ready for immediate use.

Real Turtle, Mock Turtle, Hare, Ox Tail, Julienne and Palestine Soups.
Scotch Salmon, Salmon Cutlets.
Kippered Salmon.
Fresh Herrings, Mackerel, Findon Haddocks, Lobsters, Oysters, Sardines.
Preserved Meats of all kinds.
York Hams, Bacon.
Truffled Patés, Oxford Sausages, Bologna Sausages.
Pickles, Sauces.
Bottled Fruits, Table Jellies, Jams, Jellies and Scotch Marmalades, Dessert Fruits.

And Oilmen's stores of every description and of the finest quality.
Price Lists forwarded on application to

D. HOGARTH & Co.,
"Bon Accord" Wharf, 223 Wapping, London, and at Aberdeen
Manufacturers by special appointments to H. M.'s Navy at the
Royal Victoria Yard, Deptford.

YARROW AND HEDLEY'S
SMALL STEAMERS AND STEAM LAUNCHES.
BUILT OF WOOD, IRON OR STEEL.

23 feet long ..... seats for 8 persons	complete from £145.
30 feet long ..... seats for 14 persons	complete from £195.
37 feet long ..... seats for 20 persons	complete from £245.
43 feet long ..... seats for 32 persons	complete from £360.
50 feet long ..... seats for 60 persons	complete from £850.
&c.	&c.

Steamers up to 45 feet in length can be transported on a ship's deck complete, and ready for immediate use on arrival.

The above may be used for conveying passengers, carrying cargo or as tugs.

The total working expenses of a steamer 43 feet long, smount to 15 shillings a day in England; the consumption of fuel being about 6 cwt., and a man and a boy the crew required.

Paddle and Screw Steamers specially designed for river navigation, having a very shallow draught of water.

MACHINERY SUPPLIED FOR BOATS BUILT ABROAD.

YARROW & HEDLEY,
Engineers and Builders, Isle of Dogs, Poplar, London.
Prospectuses may be obtained at the Office of this Journal.

NEW ADVERTISEMENTS.

BANK of BOMBAY (in Liquidation).—NOTICE to the PROPRIETORS of the BANK.—I hereby give NOTICE, that a FOURTH DISTRIBUTION of the ASSETS of the BANK, at the rate of Rs. 10 per Share, will be PAYABLE on and after TUESDAY, the 1st proximo.

Share Certificates must be produced at the time of application for payment.

WILLIAM RODGIE, Liquidator.

Bombay, 26th July 1871.

JUST ARRIVED, WHITEHEAD and Co.'s SOLIDIFIED SOUPS, in Tins, of 2 dozen Squares. Price per Tin, from Rs 9-8 to Rs 20 each.

CUTLER, PALMER, & Co.,
WHOLESALE AGENTS,
DEAN LANE, BOMBAY.

TO LADIES LEAVING INDIA.—WANTED, a clean, active, and intelligent AYAH, accustomed to Children, and able to do Fine Washing and Plain Sewing. One who speaks English preferred.

Any Lady who can recommend one is requested to address Mrs. THELWALL, Rutnagherry.

THOMAS D. MARSHALL'S
GENTLEMEN'S FIRST-CLASS BOOTS
at Moderate Prices for Cash.
THE NEW ILLUSTRATED CATALOGUE
with Particulars of Special and Convenient Arrangements for Indian Residents, Post free to India.
GENTLEMEN'S ELASTIC BOOTS,
Calf for walking, or Patent Leather for Dress 21s., Hide Hunting Boots 45s., Morocco Slippers 7s. 6d. Orders should be accompanied by pattern boot or paper pattern of sole the size required, and Remittance crossed "Bank of England."
Prepaid Orders, if over £5, sent Carriage free to Bombay, Calcutta or Madras.
THOMAS D. MARSHALL,
192, OXFORD STREET, LONDON, W.

SILVER WARE,
OF THE
BEST LONDON WORKMANSHIP,
In a variety of beautiful designs.

Bouquet Holders.	Cigar Cases.	Pencil Cases.
Butter Knives.	Goblets.	Ring and Bells.
Christening Cups.	Napkin Rings.	Salvellers, Spoons,
Christening Suites.	Pen Cups.	Soup Ladles.

Each article is of Standard Silver, and bears the Hall mark.

DETAILS FURNISHED, FREE, ON APPLICATION, BY
TREACHER & Co. (Limited).

MEERSCHAUM PIPES,
PLAIN AND SILVER MOUNTED,
From Rs. 2 to Rs. 175.

THE NEW
CHARCOAL PIPES,
With cherry stem and horn, or goose-bone, mouth-piece,
Cash Rs. 1 ; Credit Rs 1-2.

BRIAR ROOT PIPES,
With horn or amber mouth-pieces,
From Ans. 12 to Rs. 20.

TREACHER & Co. (Limited).

HOUSES, &c., TO LET.

TO LET, a spacious two-storied HOUSE, at the corner of Church Gate Street, opposite the Cathedral and adjoining the "Times of India" Offices.

The commodious HOUSE in Rampart Row, Fort, lately occupied by the National Bank of India.

A large HOUSE in Military Square, Fort, lately in the occupation of the "English Hotel."

Several APARTMENTS fit for Offices, in Church Gate Street.

A spacious Godown in Church Lane, Fort.

Several APARTMENTS fit for Dwellings, in Tod Street, Fort.

Two BUNGALOWS at Lower Colaba.

One BUNGALOW at Mazagon, situated on the property known as "Unjeer-Baug."

The PREMISES on the Breach Candy Road, lately occupied by Mr. Harry Hodgson.

The well-known BUNGALOW at Bandora Point, called the "Land's End."

A commodious BUNGALOW at Poona, Civil Lines, the former res dence of the Lord Bishop of Bombay.

One BUNGALOW at Poona, Civil Lines, near the Railway Station.

For the October Season.—A BUNGALOW at MATHERAN (with Furniture), situated on one of the best sites of the Hill, and commanding an excellent view.

Apply to NANABHOY BYRAMJEE JEEJEEBHOY, at the Office of the Honorable Byramjee Jeejeebhoy.

GOLD AND SILVER MEDALS AT THE BROACH AND AKOLA EXHIBITIONS 1868.

GOLD KEYLESS HUNTERS and SEMI-HUNTERS, Plain or Engine-turned Cases. Rs. 225.
FAVRE, LEUBA, & Co.

LADY'S small GOLD HUNTERS, Enamelled and Jewelled Cases. Rs. 150.
FAVRE, LEUBA, & Co.

SILVER KEYLESS HUNTERS, 1st quality. Patent Lever, extra finished. Rs. 100.
FAVRE, LEUBA, & Co.

SILVER HUNTERS, Patent Lever, 3/4 plate, in strong good Silver Cases, Engine-turned, very serviceable, warranted for two years. Rs. 50.
The same Watch, Keyless. Rs. 70.
FAVRE, LEUBA, & Co.

OFFICE CLOCKS, Patent Lever, Octagon or Round, imitation Walnut, 8-days, with Bell. Rs. 25.
FAVRE, LEUBA & Co.

T. CHATELAIN-MONTANDON,
WATCHMAKER & JEWELLER,

HAS received the following for Sale :—GOLD WATCHES for Ladies and Gentlemen, manufactured expressly for hot climates and guaranteed to perform perfectly for the term of one to three years.

SILVER WATCHES of great variety, from Rs. 20 to 100, with same guarantee.

JEWELLERY—A very large selection, including Half sets, Bracelets, Brooches, Necklaces, Earrings, Lockets, Charms, Finger-Rings, Scarf-Rings, Studs, Watch-Chains, &c., all guaranteed to be of 14, 16, and 18 Carat Gold.

CLOCKS for Schools, Offices, &c.

MUSICAL BOXES, from Rs. 5 to 200.

REPAIRS in Watches, Clocks, Jewellery, Musical Boxes, &c., undertaken and carefully made.

T. CHATELAIN-MONTANDON,
HUMMUM STREET, BOMBAY.
BRANCHES—POONA AND SIMLA.

DOOR AND WINDOW HEADS.

AN UNRIVALLED SUCCESS.

CHEAP, ELEGANT, EVERLASTING.

The attention of ARCHITECTS and BUILDERS is called to these BEAUTIFUL DESIGNS, which, being of IRON, are superseding the use of Wood and Stone.

A variety of Patterns has been prepared and a Stock of elaborate Castings kept ready for immediate shipment.

Full particulars or Designs may be obtained on application.

NEWTON, CHAMBERS & Co.,
THORNCLIFFE IRONWORKS, NEAR SHEFFIELD, ENGLAND.

PATENT WROUGHT NAILS.

J. J. CORDES & Co.,

The Patentees and Sole Manufacturers of the well-known Patent Wrought Nails, commonly known as

"EWBANK'S NAILS,"

desire to make it known that they have adopted a "Star" or "Cross" as their Trade Mark, and that all Nails now made and sent out by them, except clasp, bear this mark upon their heads, and that within every Package sent from their Works is also placed a card bearing their name and address.

Any Nails, therefore, which are not distinguished as above must not be confounded with

"EWBANK'S NAILS,"

the quality of which is so well appreciated as being far superior to that of any other make.

Dos Works :—NEWPORT, MONMOUTHSHIRE, ENGLAND.

LEA and PERRINS'
CELEBRATED
WORCESTERSHIRE SAUCE.
Declared by Connoisseurs to be
THE ONLY GOOD SAUCE.

Caution against Fraud.

The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the names of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to

ASK FOR LEA AND PERRINS' SAUCE,

and to see that their names are upon the wrapper, labels, stopper, and bottle.

Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L. and P. give notice that they have furnished their correspondents with power of attorney to take instant proceedings against Manufacturers and Vendors of such, or any other imitations by which their right may be infringed.

Ask for Lea & Perrins' Sauce, and see Name on Wrapper, Label, Bottle, and Stopper.

Wholesale and for Export by the Proprietors, Worcester Crosse and Blackwell, London, &c. &c. and by Grocers, and Oilmen, universally.

A NEW HAT FOR CIVILIANS
Has been introduced by
J. ELLWOOD AND SONS,
Sole Inventors, Patentees, and Manufacturers of the
AIR-CHAMBER HELMETS,
Which are universally acknowledged as so great a boon by all residents in hot climates.

The NEW HAT has the advantage of the AIR-CHAMBER PRINCIPLE,
combined with greater capabilities of adopting itself to the form of the head than any Hat hitherto in use, being at the same time neat in appearance and very light in weight.

J. ELLWOOD AND SONS
Are also Sole Manufacturers of the
INDIAN REGULATION CORK
HELMETS WITHOUT INDIA-RUBBER.
Manufactory—24, GT. CHARLOTTE ST., BLACKFRIARS, S.E.,
Sample Rooms—98, GRACECHURCH STREET, E.C.,
LONDON.

NOTICES.

BOMBAY PIER COMPANY,
(Limited).

To be registered under "The Indian Companies' Act 1866."

Capital 40 Lacs, in 4,000 Shares of Rs. 1,000 each.
First Issue 30 Lacs, in 3,000 Shares of Rs. 1,000 each.
Deposit on application Rs. 100 per share, and Rs. 400 on allotment, the balance of Rs. 500 per share to be payable on the 30th December next.

SECOND ISSUE OF 10 LACS, IN 1,000 SHARES OF RS. 1,000 EACH, WILL BE ISSUED, WHEN REQUIRED FOR EXTENSION OF PROPERTY, AND WILL BE FIRST OFFERED TO THE THEN EXISTING PROPRIETORS.

Directors.
SIR JAMSETJEE JEEJEEBHOY, BART., C.S.I.
HON. A. D. SASSOON, C.S.I. | A. J. MACDONALD, Esq.
AHMEDBHOY HUBIBBHOY, | A. M. GUBBAY, Esq.
Esq.
(*With power to add to their number.*)

Engineer.
ARTHUR W. FORDE, Esq., C.E., Mem. Inst. C.E.

Bankers.
THE NEW BANK OF BOMBAY, LIMITED.

Solicitors.
MESSRS. RIMINGTON, HORE, AND LANGLEY.

Secretaries and Treasurers.
SIR CHARLES FORBES AND Co.

Prospectuses and Forms of Applications for Shares may be obtained at the Office of SIR CHARLES FORBES and Co.

BRITON, MEDICAL, and GENERAL LIFE and BRITANNIA FIRE ASSOCIATIONS.

Chief Offices.
429, STRAND, LONDON.
Scottish Branch.
13, QUEEN STREET, EDINBURGH.

Life Trustees.
General Sir JOHN EDWARD DUPUIS, K.C.B.
Sir James Duke, Bart., Alderman. | Sir William Ferguson, Bart., M.P., F.R.S.
R. Partridge, Esq., F.R.S. | Francis Webb, Esq.
W. Tyler Smith, M.D. | Millis Coventry, Esq.

Premium income, 1869 ..... £241,890
Funds in hand 622,324
Share capital 200,000

Fire Trustees.
Lieut.-General Sir GEORGE BELL, K.C.B.
Sir James Duke, Bart.
Sir William Tyrone Power, K.C.B.

Capital £500,000
Paid up 50,000

Manager and Secretary—JOHN MESSENT, F.I.A.

We are now prepared to accept RISKS and issue POLICIES against FIRE at current rates.

KILLICK, NIXON, & Co.,
21st July 1871. Agents.

THE MERCHANTS' MARINE INSURANCE COMPANY, LIMITED.

Incorporated under the Companies' Acts 1862 and 1867.
CAPITAL, £1,000,000.
Profits divided on the Mutual Principle between the Insurers and the Shareholders.

THE Undersigned have been appointed Agents in Bombay, and are prepared to accept Risks and issue Policies on Cargo, Specie, &c., by Steam and Sailing Vessels to the United Kingdom, the Continent, and Indian Ports.

FINLAY, MUIR & Co., Agents.

Bombay, 21st July 1871.

LICENCES for the Sale of COUNTRY LIQUOR in the KHANDEISH ZILLAH will be GRANTED to RESPECTABLE KULLALS on an average of the prices realized during the last five years. Application to be made to the undersigned.

L. ASHBURNER, Collector.

Office of the Collector of Khandeish, Camp Dhoolia, 23rd July 1871.

NOTICE.—The undermentioned Banks will be CLOSED from SATURDAY, the 29th, to MONDAY, the 31st instant, both days inclusive, for the COCOANUT HOLIDAYS.

For the Oriental Bank Corporation,
J. F. MOIR, Agent.
For the Chartered Mercantile Bank of India, London, and China,
ROBT. CAMPBELL, Agent.
For the Chartered Bank of India, Australia, and China,
WILLIAM FORREST, pro Agent.
For the Comptoir D'Escompte de Paris,
E. J. HANCASTLE, Manager.
For the National Bank of India (Limited),
W. A. BAKER, pro Manager.
For the Agra Bank (Limited),
H. K. GREGORY, Acting Manager.
For the Hongkong and Shanghai Banking Corporation,
R. STEVENSON, Agent.

Bombay, 24th July 1871.

THE COLABA COMPANY (Limited).—NOTICE is hereby given, that the FIFTH ORDINARY GENERAL MEETING will be HELD at the Registered Office of the Company on FRIDAY, the 28th day of July, at 4 o'clock P.M., to transact the following business :—

I.—To receive the Directors' Report and Statement of Accounts to the 30th June 1871, and to sanction the declaration of a Dividend.

II.—To appoint two Directors in the place of those who retire by rotation.

III.—To appoint Auditors for the ensuing year, and to fix their remuneration.

The Transfer Books of the Company will be closed from the 21st to the 28th instant, both days inclusive.

By order of the Board,
REMINGTON & Co.,
Secretaries and Treasurers.

Bombay, 18th July 1871.

ALEXANDRA PRESS COMPANY, Limited.—NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the ALEXANDRA PRESS COMPANY, Limited, will be held at the Registered Office of the Company, No. 3, Hurch Lane, within the Fort walls of Bombay, on THURSDAY, the 27th July 1871, at 3 o'clock P.M., for the purpose of considering the following Requisitions, which has been submitted to the Directors of the Company by Allarukhabhoy Sheikh and others, viz :—

1. To alter Clause 13 of the Articles of Association, and to be substituted, "That there should be six Directors, and that Mr. Eyall Buttonney, Mr. Allarukhbhoy Sheikh, and Mr. Jehanger Hormusjee be the three additional Directors.
2. The Transfer Fee be reduced to Rupee five per Share.
3. That the Directors may, upon such terms as they may think fit, amalgamate with or purchase or acquire the business and property of any other Company, and pay for the same either in cash or in shares, or in such other manner as to the Directors from time to time may seem expedient.
4. That no Calls to be made by the Directors without the consent of the general body of the shareholders in the General Meeting.

By order of the Directors,
EWART, LATHAM, & Co.,
Secretaries & Treasurers Alexandra Press Company, Limited.
Bombay, 19th July 1871.

WITH reference to the NOTICE dated the 27th day of March 1871, signed by HEEJIBAI, widow of the late Rahimbhoy Alloobhoy, warning the Tenants of certain immoveable property in Bombay, alleged by her to be the property of the said RAHIMBHOY ALLOOBHOY, and the persons holding property of the said Rahimbhoy Alloobhoy, or indebted to him from making any payments or parting with any property without the consent of her, the sole widow and representative of the said Rahimbhoy Alloobhoy, WE, the undersigned, GOREBAI, widow of Alloo Paroo, the mother of the said Rahimbhoy Alloobhoy, and RAHIMUBAI, the daughter of the said Alloo Paroo and sister of the said Rahimbhoy Alloobhoy, hereby give NOTICE unto all concerned, that the said Heerbai, the widow of the said Rahimbhoy Alloobhoy, has no right or interest in the said property and estate of the said late Rahimbhoy Alloobhoy, nor any right to publish the Notice above referred to, and that any person or persons paying any regard to such Notice will do so at his or their own risk and peril.—Bombay, 19th July 1871.

The O mark of GOREBAI, widow
The O mark of RAHIMUTBAI,
the daughter of Alloo Paroo.

RE PETER STURROCK, Deceased.—Pursuant to Act XXVIII of 1865 of the Legislative Council of India, entitled, "The Trustees' and Mortgagees' Powers Act 1866," NOTICE is hereby given, that a 1 PERSONS being a REDITORS of, or otherwise having CLAIMS upon, or against, the ESTATE of PETER STURROCK, formerly an Engineer, in the Great Indian Peninsula Railway Company's Service, but late of No. 3, Queen's Crescent, Waward Park, Newington, Edinburgh, deceased, who died at Mummai, in the Presidency of Bombay, on the 1st day of September 1869, and LETTERS of ADMINISTRATION of whose personal ESTATE and EFFECTS were granted by the Supreme Court of Jud

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

WEDNESDAY AFTERNOON.

INQUIRIES for Mofussil Press shares at Rs. 605. Spinning shares remained firm. Government Paper steady.

BOMBAY BILL AND STOCK LIST.

BANKS.

Number of Shares.	Nominal value per sh.	Paid up.	Last dividend.	Names.	Cash Rates per Share.*
	Rs.	Rs.	p. a.		
10,000	100	all	4 p.ct.	Agra Bank	100 par
22,000	1,000	all	8 p.ct.	Bank of Bengal	1,400 nl.
10,000	500	all	5 p.ct.	Ditto of Bombay New	635
1,000	500	100	5 do.	Ditto 2nd Res. Issue	187½
15,250	1,000	all	6 p.ct.	Ditto of Madras	1,400
1,000	250	all	4 p.ct.	Chartered Mercantile Bk. of L. & China	270
40,000	275	all	10 p.ct.	Hong. & Shanghai Bank.	360 nl.
80,000	100	all	nil	Chartered Bk. of L. & C.	150
37,000	250	125	nil	National Bank of India	101
10,000	250	all	12 do.	Oriental Bank	500

LAND COMPANIES.

4,000	3,000	all	Rs 70	Colaba Land Co.	1,675
5,000	150	all		Fore Land & Pier Co. Ld	142
750	2,000	2,000	Nil	Mazagon Land	925
4,000	2,000	1,450	Nil	Fort Canning	385

RAILWAY COMPANIES.

—	£20	218.3.3	p.c.	G. I. P. Railway Consolidated Stock	240 x d.
—	£20	109.1.5	do.	Do. New £20 shares	126
—	£2	43.10.3	do.	Do.	2,700
—	£100	4,000	10	B. B. & C. I. Railway Co.	1,100
—	£10	19.5.3	do.	Do. New Shares	225

SPINNING AND WEAVING COMPANIES.

400	2,000	1,700	50	Albert Mills Co.	1,550
800	2,500	all	200*	Alliance Spinning	2,700
100	5,000	all	—	Bombay	2,700
900	1,000	all	45*	Bombay United	970
1600	150	150	...	Bronch Mills	280
750	2,000	all	—	Dharumsey Spinning	2,575
750	2,000	all	75	p.a Great Eastern	2,175
2,500	1,000	all	140	p.a Manockji Petit's	1,070
800	2,000	all	350	p.a Oriental	2,980
600	2,500	2,400		Royal	2,275

*Per share for the half-year.

COMPANIES IN LIQUIDATION.

—	5,000	2,375	Nov. '66	Back Bay Co.	32

EXCHANGE.

On	Terms.	Rate.
London	At sight	1s. 10d.
London Banks	6 months	1s. 11d.
Do. Cheques	6 Do. do.	1s. 11¾
Do Documents	6 Do. do.	1s. 11¾
Calcutta	At sight	100 Par
Do.	30 days' sight	99½
Do.	60 days' sight	99
Madras	At sight	100
Do.	30 days' sight	100
China	60 Do. do.	226

PRICES OF BULLION, &c.

Sovereigns, each	Rs.	10-11
Bank of England Notes	"	10-12
Caroline	"	220
Mexican Dollars	"	203
Five-Franc Pieces	"	111
Bar Silver	"	13-6
Gold Leaf	"	17-2
Bar Gold 10 oz. English	"	17-2
Australian Gold	"	

BANK OF BOMBAY.

Government Securities	4 per cent.
Mercantile Bills	6 "

GOVERNMENT SECURITIES.

Five-and-a-half per cent	114½
Five per cent	106½
Four per cent.	99½
Four & half per cent. (Public Works Loan)	107
Five per cent Debenture Loan 1866-67	103
15 years' Debenture Loans	103½
10 years' do. do.	106
5 years' do. do.	103
Six per cent. Municipal Loan House Rate	115
Do. Do. Market Rate	115
New French Loan 5 per cent. (2f. 50c.) of 1871	93½

CALCUTTA.—22ND JULY, 1871.

Government Securities.—The demands have not subsided, and prices of every description of paper have again advanced :—

4 per cents changed hands at 99-10, or 9-6 discount for large amounts, and 2 to 4 annas higher for small sums. Several time-bargain contracts were made at Rs 99-6 to 99-8, or 0-10 to 0-8 discount for deliveries in 15 days to 45 days. The market closed firm with buyers for large sums at Rs 99-10 for immediate deliveries.

4½ per cents. of 1870 were bought up at Rs 106-10 and 106-11.

4½ per cents. of 1871 were in demand at quotations, but very little paper procurable.

5 per cents, of 1866-67 found ready buyers at Rs 105-14, at which a fair business was done. Holders are now asking Rs 106. Small sums obtained Rs 106-2.

5½ per cents. were easily placed at Rs 113-14.

6 per cent. Municipal Debentures continue in demand.

In shares, the following transactions were reported :—

Bank of Bengal shares at Rs 1,870, in the afternoon there were buyers at Rs 1,875.

Bank of Upper India shares, at Rs 69.

Oudh and Rohilcund Railway Stock, the transaction of £1,000, announced yesterday, was at Rs 112, (and not 110) per £10.

East India Railway Stock, a small sum at Rs. 251 per £20

MILITARY.

ARRIVALS.—JULY 26.

Stock, Captain, Bombay Infantry, on leave, from Chalisgaum.

Domville, Lieutenant, Royal Horse Artillery, on leave, from Meerut.

Morton, Surgeon, 2nd Belooch Regiment, on sick leave, from Kurrachee.

DEPARTURES.—JULY 26.

Henry, Bt. Lieutenant-Colonel, Royal Artillery, on leave, to Kirkee.

Reid, Major, Royal Artillery, on duty, to Belgaum.

POONA DIVISION ORDERS.

By MAJOR-GENERAL J. T. GRANT, C.B., Commanding Poona Division of the Army.

Poona, 25th July, 1871.

The undermentioned officer has obtained leave,—

Lieut. H. J.'s 33rd Foot—Captain C. Gore, from 1st August to 30th September 1871, on privilege leave.

With reference to Division Order No. 205 of the 7th ultimo, Captain Cruickshank, Commanding Sappers and Miners, is appointed a Member of the Central Committee of the Soldiers' Industrial Exhibition, vice Major Darrah, deceased.

SHIPPING.

DAILY FREIGHT REPORT—26TH JULY.

London	Cotton	£2 10s.	
	Cases	£2 15s.	
	Seeds	£2 0s.	
Liverpool	Iron Ships Cotton	£2 2s. 6d. to £2 5s. 0d.	
	Wooden Ships	£2 2s. 6d. to £2 5s. 0d.	
	Myrobolans & Cutch	£1 5s. 0d.	
	Seeds	£2 0s. 0d. to £2 2s. 6d.	
Havre	Cotton	£2 17s. 6d. to £3 0s. 0d.	
	Coffee		
Overland	Steamers	£2 15s. 0d. to £3 5s. 0d.	
Liverpool via Suez Canal		No steamer.	
China	Steamer Cotton	Rs. 7 to 8 per bale.	
	Opium	Rs. 35 to 30 per chest	
	Sailing Ships	Rs. 6 per bale	
Calcutta	Salt	Rs. 3 0 0 to 4 0 0 per on	
Calcutta to Bombay		Rs. 16 and Calcutta Port charges	
Mauritius		8 annas to 10 p. bag nominal.	

DEPARTURE.

July	Vessel.	Commander.	Destination.
26	Enoch Train	Lane	Penang.

The following vessels began to load yesterday :—

Steamer Hindostan, to Aden and Suez.

Steamer Baroda, to China, &c.

THE HOOGHLY.

July ARRIVALS.

Admiral Rigault.....Riboulet .....Bourbon, June 24.

Bushrer (s).....Sarratt.....Moulmein, July 13.

British Navy .....Porter .....Liverpool, April 8.

DAILY IMPORTS.—26TH JULY.

FROM LIVERPOOL.

William Prowse, 27 cases carding boards, Thomas Stenart & Co ; 40 cases claret, Lawrence & Co ; 10 crates earthenware, A H Rahimbhoy.

FROM LONDON.

Haddington, 99 cases white paper, D Merwanjee & Co ; 10 cases eau de cologne, Blackwell & Co.

Cashmere (s), 5 cases sherry, 1 case claret, and 1 case wine, Jaffer Sulliman & Co.

Millwall, 3 cases scales, Ewart, Latham & Co.

Burmah, 29 cases sherry, Howard Brothers.

FROM BORDEAUX.

Admiral Jurur Dela Grayar, 20 cases brandy, Howard Brothers.

DAILY EXPORTS.—26TH JULY.

FOR LIVERPOOL.

Erimnta, 1 bale cotton, C Ludha.

Stornoway, 101 bales cotton and 17 bales cotton, L Soonderjee.

Princess Alexandra, 7 bales cotton, Stearns, Hobart & Co ; 95 bales cotton, S Rathee.

Flying Venus, 5) bales cotton, B Canjee.

Millwall, 1,283 bales cotton, Ritchie, Stenart & Co ; 100 bales cotton, George S King & Co.

Apis (s), 160 bales cotton, P Cheenuram ; 44 bales cotton, J Goculdass.

Indus (s), 50 bales cotton, H Bomanjee, Touche & Co ; 41 bales wool, F Natha ; 50 bales cotton, N Khattow ; 50 bales cotton, C Narrayenjee ; 30 bales cotton, G Moteeram ; 5 bales hides, D Esmailjee.

FOR LONDON.

Whittington, 4 hhds castor oil, Greaves Cotton & Co ; 27 cases mother o' pearls shells, 3 cases fishmaws, and 1 case tortoise shells, J Fazulla ; 278 bags linseed, J Damjee.

Indus (s), 1 bale skins, Finly, Muir & Co ; 350 pieces E teeth, C Pursotum ; 188 pieces E teeth, J Peerbhoy ; 779 pieces E teeth, C Ebram ; 3 bundles and 31 pieces E teeth, A Fazul.

FOR MARSEILLES.

India (s), 90 bales cotton, Kunkler, Praiswerck & Co.

FOR HONGKONG.

Baroda (s), 131 pieces E teeth, M Manockjee & Co.

Enseu (s), 25 bales cotton, J Peerbhoy.

POSTAL NOTICES

DEPARTURE OF OCEAN MAILS.

	Date	Mail closes.	After packet
United Kingdom	Aug. 1	2 P.M.	3 P.M
Kurrachee	July 23	11 A.M.	
Persian Gulf via Kurrachee	Aug. 6	11 A.M.	
China	" 2	9 A.M.	10 A.M.
Australia	" 2	9 A.M.	10 A.M.
Mauritius, Reunion, &c.	" 22	2 P.M.	3 P.M.

POSTAGE BY THE BRINDISI ROUTE.

The Postage rates chargeable on Correspondence forwarded "via Brindisi," to the United Kingdom or places served through the United Kingdom, are as follows :—

For the United Kingdom.

Each Letter per ½ ounce—annas 8.

Each Newspaper per 4 ounces—annas 2, pie 8.

Each Book or Pattern Packet not exceeding one ounce—annas 2 ; not exceeding 2 ounces—annas 3, pie 4 ; not exceeding 4 ounces—annas 4, pie 8 ; every additional 4 ounces—annas 4, pie 8.

For places served through the United Kingdom.

Each Letter—8 pie per ½ ounce less than the published rate for a Letter sent via Marseilles.

Each Newspaper—8 pie per 4 ounces more than the published rate for a Newspaper sent via Marseilles.

Each packet of Books or Patterns—8 pie per 4 ounces more than the published rate for a packet sent via Marseilles.

The full prepayment of Correspondence forwarded via Brindisi is compulsory, and all covers not fully prepaid will, unless specially marked by the senders for transmission by any other route and conforming to its conditions, be forwarded via Southampton.

CHINA AND AUSTRALIAN MAILS.

The subjoined Table shows the dates of departure of China and Australian Mail Steamers from Bombay during the year 1871 :—

CHINA MAILS LEAVE BOMBAY ON

At Noon.		At Noon.		At Noon.
Wednesday ... August ... 2		Thursday	... October ... 26	
Do ... do ... 16		Do	... November .. 9	
Do ... do ... 30		Do	... do ... 23	
Do ... September.. 13		Do	... December .. 7	
Do ... do ... 27		Do	... do ... 21	
Thursday ... October ... 12		Do	... Jan. 1872 ... 4	
Do		Do	... do ... 18	

AUSTRALIAN MAILS LEAVE BOMBAY ON

At Noon.		At Noon.
Wednesday... August ... 2	Thursday	... November ... 23
Do ... do ... 30	Do	... December ... 21
Do ... September. 27	Do	... Jan. 1872 ... 18
Thursday ... October ... 26		

FOR SPECIAL MARKET REPORTS and WEEKLY PRICE CURRENT, Blay and Mackintosh's Weekly FREIGHT CIRCULAR, and all the COMMERCIAL and SHIPPING NEWS of the WEEK, see

THE BOMBAY GAZETTE

OVERLAND SUMMARY.

Annual Subscription .....Rs. 12 0

Price, per Copy..... 0 4

THE BOMBAY PRICE CURRENT.

Published WEEKLY, on the Departure of the Overland Mail, for Europe.

Per Annum .....Rs. 10 0 0

Per Copy..... 0 4 0

Printed and Published at the Office of the *Bombay Gazette*.

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

EUROPE.

BIRTH.

WEST—July 20th, at Tralee, Ireland, the wife of Raymond West, Esq., Civil Service, of a daughter.

BOMBAY.

MARRIAGES.

AUSTIN—YOUNG—July 26th, at St. John's Church, Colaba, by the Rev. W. Maule, Frederick T. V. Austin, Bombay Police, to Mary Jane, youngest daughter of Corporal Walter Young, 3-6th Royal Artillery.

SMITH—YOUNG—July 26th, at St. John's Church, Colaba, by the Rev. W. Maule, J. G. Smith, Inspector Bombay Police, to Grace, eldest daughter of Corporal Walter Young, 3-6th Royal Artillery.

OTHER PRESIDENCIES.

BIRTH.

BEST—July 20th, at Coimbatore, the wife of J. W. Best, C.S., of a son.

DEATH.

HOLMES—July 19th, at the General Hospital, Calcutta, Captain Thomas John Holmes, of the I. G. S. N. Co.'s steamer Simla, aged 48 years.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances, sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

All Communications respecting Advertisements should be addressed to the "Advertisement Department" *Bombay Gazette* Office, Bombay.

The Bombay Gazette.

THURSDAY, JULY 27, 1871.

In the new number of the *Indian Economist* Mr. Knight has been guilty of an indiscretion, the like of which, we must say, he rarely commits. He tells us exactly what share he would have the Government take of the produce of a particular field, yielding a crop of which the value is accurately known. This rash descent from the ideal to the practical gives his opponents a chance of showing beyond all possibility of dispute the mischievousness of the doctrine he preaches. The unconquered and unconquerable Mr. Beyts once more supplies the statistics which form the theme of Mr. Knight's discourse. We will take Mr. Beyts's very carefully drawn up and valuable estimate of the produce of an acre of garden land subjected to the system of a rotation of crops.

"I (says Mr. Beyts) will assume the following rotations—1st year, hemp, which is only grown to serve as manure for the cane, and is ploughed into the soil in an half grown state,—cane-seed is not put down until the second year, so that this particular kind of cultivation actually engaged the soil two whole years. For the third and fourth years my estimate for dry land mixed and Kodra crops will stand good—

First year's expenses :—	Rs.	A.
200 cart-loads of tank deposit for top dressing	10	0
Ploughing	2	8
Hemp seed, 3 maunds, or 120 lbs.	3	0
Weeding	1	0
Ploughing the land over and over about 16 times.	20	0
2,000 joints of cane for planting	50	0
Hire of sowing implements, 16 bullocks, and 16 men for planting the cane	8	0
Fencing the field closely against the depredations of wild animals and thieves	8	0
Cost of irrigating the field throughout the season.	30	0
Weeding four times at intervals	4	0
Half the actual price of leather bags and well ropes, which generally last two cane seasons	6	0
Hire of watchman for six months, at Rs. 3 per mensem	18	0
Fuel for boiling the juice, hire of bullock power, and pressing mill, &c., during the eight days necessary to dispose of an acre's produce	40	0
100 earthen pots to hold the sugar	5	0
Conveyance to railway station, or market, generally at a sea-port	6	0
Farmer's personal superintendence during four months, at Rs. 8 per mensem	32	0
Total..	243	8
Return—Coarse sugar, 120 maunds, or 4,800 lbs., at Rs. 3 per maund, delivery at market being included at this price	360	0
Balance on two years in favour of field...	116	0
Third year—Rice, toor, and teel, sown mixed, broad-cast :		
Seeds of three kinds, 2½ maunds, or 100 lbs.	3	0
Ploughing thrice	3	0
Weeding twice	3	8
Reaping	1	2
Cleaning for market	1	2
Total Expense	12	2
Return—Coarse rice, 30 maunds, or 1,200 lbs., at 1½ maunds per rupee	24	0
Straw, two cart-loads	2	0
Toor, 2 mds. or 80 lbs., at Rs. 1½ per md.	2	8
Teel, 1½ mds. or 20 lbs., at Rs. 2 per md.	1	0
Total	29	8
Balance in favour of field...	17	6
Fourth year—Kodra only :—		
Seed, 1 maund or 40 lbs., at 10 annas per maund	0	10
Ploughing thrice	3	0
Weeding twice	3	12
Reaping	1	8
Cleaning for market	1	2
Total Expense	10	0
Return—Kodra, 35 maunds or 1,400 lbs., at 10 annas per maund	21	14
Balance in favour of Field	11	14
Total yield in four years Rs.	411	6
Total Expenses	265	10
Surplus on the four years Rs.	145	12

These figures are extremely important; and, if Settlement officers in all parts of the Presidency were as painstaking, and as familiar with the principles on which the land revenue ought to be assessed, as Mr. Beyts is, the information collected in their reports would suffice to bring to a close what now seems to be an endless controversy. It will be seen that, after allowing for the hire of implements, and the wages of labour, Mr. Beyts sets down the net profits of an acre of the best land in Guzerat at Rs. 145-12 in four years, or Rs. 37 a year. If the farmer and his family work in the fields themselves, and use their own ploughs and other agricultural implements, of course so much expenditure in wages and interest on capital goes into their own pockets instead of other people's; but, in either case, these deductions must be made to enable us to ascertain what is the true rent of the land. Mr. Beyts's estimated balance is certainly not too low; for it amounts to more than one-third of the gross produce, and economists calculate that the rent seldom exceeds one-fourth. As, however, the land in this instance is exceptionally good, let us take the figures as they stand. There remains, then, as the fruit of the cultivation of this acre of ground, the sum of Rs. 37 to be divided between the co-proprietors of the land, the Government and the occupier. Always remembering that, according to the advocates of State-landlordism, the land revenue is not a tax but a share of the rent, let us inquire what share of this sum ought to be taken by the State and what by the ryot. It is obvious that the share of the latter ought to be by far the larger. Mr. Beyts, in his estimate of expenses, has only allowed for the farmer's superintendence during four months of the year. But the occupier is really bound to give his whole time to the management of the land; and, besides, the State throws upon him the whole outlay on account of farm buildings, improvements, and extraordinary expenses. If, therefore, we assign two-thirds of the net profit to the cultivator who has also a proprietary right in the field, and one-third to Government as revenue, we do ample justice to the traditional claim of the State. This, apparently, is the rule adopted in the assessment of Soopa, in which district garden land pays, on the average, a revenue of between eleven and twelve rupees an acre.

Now, Mr. Knight contends that it would be "a most considerate and liberal course for Government to take two-thirds of this surplus," leaving the resident proprietor only twelve rupees in payment of the trouble, responsibility, and expense he incurs in managing an estate which is the joint property of himself and the Government. The State is, in fact, to do nothing and pay nothing, and to take two-thirds of the profits. What would the ryot have? asks Mr. Knight. Have you not already paid him, by your calculation, "for his labour and subsistence?" We rejoice to see this frank acknowledgment of the justice of an argument we have frequently advanced, that the tendency of the policy advocated by Mr. Knight is to reduce the agricultural population to the condition of mere serfs attached to the soil. The occupier is to get his wages as a day labourer, and to have enough rent left him to keep a roof over his head; and "a most considerate and liberal" Government is to lay eager hands on all that is left of the produce of the soil. So open and audacious an avowal of the intentions of what we may call the Marwarrie school of Anglo-Indian financiers has never before been put on record. With unconscious irony, Mr. Knight now recommends his policy to public favour, by urging that, if we raise the assessment, we shall after all be taking nothing from the poor ryot. He is already hopelessly in debt, all his profits being swallowed up by the Bunia, who leaves him just enough to keep body and soul together. The proposal, therefore, is that the State should go into partnership with the Bunia, letting the ryot be squeezed as dry as ever, but making the usurer disgorge a portion of the spoil into the State Treasury. The ryot is to become, in fact, the common property of the Marwarrie Government and the Marwarrie Banker.

Well, if Mr. Knight's object is to reach the hoards of the native capitalists, who in some parts of the Presidency still hold the cultivators in bondage, his pathetic prayer that one subject might be found on which he and the *Bombay Gazette* could agree has at last been answered. These soucars, who lend money to the tillers of the soil at exorbitant rates of interest, are the very persons whom we also want the State to tax. We only differ with Mr. Knight as to the proper means of taxing them. We wish to compel these men to pay a direct tax on their income to the State; Mr. Knight wishes to attack them indirectly through the agency of the ryots. We cannot but think our plan is fairer, and has a better chance of accomplishing the common purpose, than that recommended by the *Indian Economist*. To increase our demand on the miserable cultivator with the view of compelling the Bunia to loosen his purse-strings, may be a very subtle device of statesmanship, but it seems to us to be near akin to an attempt to draw blood out of a stone. If Mr. Knight studied figures a little less, and human nature a little more, he would not make laughable blunders of this kind, which lead ordinary people to suppose that he lives in a sort of dreamland, far away from the realities of the actual world. If all the ryots in the Bombay Presidency were deeply indebted to the soucars, that might be an excellent reason for levying a heavy income-tax on the soucars, but could afford no excuse for raising the assessment, and so making the ryot's condition more abject, on the chance of getting a portion of the increase of revenue out of the capitalists' pockets. But it is only in exceptional instances that the Bombay ryots are now enslaved to the soucars. The general testimony of Government officials is that in this Presidency—we say nothing of what may be the state of the agricultural population in other parts of India—the ryots have in most districts succeeded in freeing themselves from debt, and are now really masters of their own fields. There would be a strange injustice, then, in exacting more revenue from these thrifty peasant proprietors, because some improvident ryots have, by their intemperate habits, become indebted to the Bunias in amounts they can never hope to pay. If the free transfer of land were allowed in Bombay, these good-for-nothing ryots would, to the great advantage of the country, soon have their names effaced from the roll of landed proprietors; but the fact of their existence does not warrant us in making their more prudent brethren the victims of a system of vicarious taxation—intended to teach moderation to the village usurer.

It is said that Mr. Rivers Thomson, Secretary to the Government of Bengal, in the Revenue Department, intends shortly to proceed on three months' leave, and that Mr. C. Bernard is likely to officiate for him during his temporary absence. By the time the abovementioned leave expires, Mr. H. L. Dampier, the permanent incumbent, will probably have returned to India.

THE "Englishman" regrets to learn that Colonel Garden, the Deputy Quartermaster-General's, state of health is such that it seems probable that he will have to take leave to England as soon as the cessation of the rains permit his leaving Simla. Colonel Garden has for some time been the right hand of his department, and is practically Quartermaster-General elect, as Colonel Lumsden's period of office expires next year. We trust that rest and change of climate will tell favourably upon the liver-complaint from which he is suffering, and that he may yet be enabled to take up the high appointment to which his services would next year entitle him. Lieutenant-Colonel Roberts, V.C., first assistant in the Quartermaster-General's office, will succeed Colonel Garden as Deputy Quartermaster-General.

THE "Englishman" says—"The attempt of Dr. Wise, of Dacca, to insinuate English midwifery into native households, seems to have utterly failed, even where it had the best chance of succeeding, among the poor. Native midwifery is not so simple an affair that science can readily supply its place. In the first place, the office of midwife in a village is the monopoly of a particular individual who generally inherits it; in the second, her business is made up for the most part of mysteries, which science discards, but which the native women look upon as the most essential part of the entire performance. To make use of the services of Dr. Wise's *dais* would certainly be considered irreligious and inauspicious, and we are not surprised to learn that they are driven away with curses when they appear where not wanted."

A CORRESPONDENCE, of the gravest importance to the commercial future of India says the "Englishman," has recently passed between the East India Railway Company and the Government of Bengal. It was proposed in the Local Rates Bill to declare every railway liable to the road cess to the extent of one-half anna on every rupee of its net annual profits. The railway authorities very properly pointed out that this would be practically a second income-tax at the rate of three per cent.—an income-tax confined to a single trade, and falling with an exclusive and a concentrated force on English capital and enterprise. The result of their remonstrance is that a proviso has been added to the objectionable clause, to the effect that the tax shall not be levied in the case of Government guaranteed railways without the consent of the Government of India.

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

THE ARMY BILL.

M. JULES FAVRE'S RESIGNATION CONTRADICTED.

LONDON, 25TH JULY.

IN the House of Commons last night, Mr. Cardwell, replying to Mr. Otway and Colonel Knox, said that the unrestricted sale of commissions in the army would be allowed, and no vacancies would be filled without purchase, until the 31st October next. It was intended to make regulations for proper and useful exchanges, but exchanges for money would be prohibited.

LONDON, 25TH JULY.

Prince Bismarck announces the redemption in February 1872 of the second German loan issued during the war.

Clause 3 of the Ballot Bill has been voted.

PARIS, 25TH JULY.

It is asserted that M. Jules Favre has agreed to remain a Minister, M. Thiers having refused to accept his resignation.

The court martial on Communist prisoners has been convoked for the 31st instant.

LONDON, 25TH JULY, AFT.

The Liverpool Cotton Market to-day has been flat with little doing.

Fair Dhollera, 7¼d.

The Manchester Market has been quiet but unchanged.

7 lbs. Shirtings, 8s. 1½d.

8¼ " " 9s. 6d.

40's Mule Twist, 1s. 1½d.

Arrived from Bombay—Sam Mendel, Westminster, York, Timsah, Arethusa, Madelaw (? Laidlaw.)

MILITARY ITEMS.

Colonel C. H. Smith, C.B., Royal Artillery, commanded the Bombay District from the 25th June to the 8th July 1871, both days inclusive.

Lieutenant C. W. Hume, 3rd Battalion, Rifle Brigade, performed the duties of Brigade-Major at Aden from the 29th April to the 1st July 1871.

With reference to G. G. O. No. 384 of 1870, the retention of appointment by Colonel W. D. Aitken, R.A., has been extended to the 26th July 1873.

The services of Captain F. T. Stock, late Acting Superintendent of Police, Sholapore, have been placed at the disposal of H. E. the Commander-in-Chief.

Under the provisions of the 28th Article of War, Sub-Conductor J. D. Sharman, of the P. W. Department, has been remanded to regimental duty in the rank held by him previous to his appointment as a Warrant Officer, with effect from the 22nd April last.

THE BOMBAY PIER COMPANY.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—"One who has applied for Shares" in the Pier Company has closed the discussion, so far as he is concerned, by enquiring whether "Government have the funds to spare" for the execution of docks to "accommodate the *whole* of the shipping trade of Bombay at once." And he proceeds to reply to his own enquiry by saying that "it is a very improbable contingency, and one that need not be taken into calculation at all." Surely your correspondent has been long enough in Bombay to know that the position of the harbour works in Bombay is vastly altered since Government have been aroused to their responsibilities in harbour matters and considered it prudent to acquire the Elphinstone property, albeit at a price far beyond its present value, and that the shrewd and practical Chief Engineer of the Government Harbour Works knows well enough that much of the expenditure incurred in the purchase of the Elphinstone property and in the Moody Bay works must remain unproductive until these harbour works are crowned by docks. That Mr. Ormiston will allow Government to sit down content with having supplied Bombay with boat basins at the cost of millions, and not urge the propriety and the necessity of executing docks, which will only require the expenditure of a comparatively small sum to make the harbour works complete, is a consideration which could only be urged by "one who is anxious to deal in shares." Nay, the proposition is already before Government, and nobody knows better than Government the folly of allowing the harbour works of a great commercial city to remain half completed. Why do Government require a skilful and expensive Chief Engineer like Mr. Ormiston if the harbour works are not to be completed? For the credit and character of his own department, Mr. Ormiston must complete the work for which he was chiefly if not specially engaged. The plans of the docks are altogether his own; and in Mr. Ormiston's appointment to the harbour works we recognize the views of Government. If the shareholders of the Elphinstone Company had responded to the calls for more capital that were made upon them, the Elphinstone dock estate would have been completed and a Colaba Pier Company would have found a resting-place in the womb of a very distant futurity. And if men would not subscribe the necessary capital for docks, which could have been completed in two years in the most valuable part of the harbour foreshore, how can it be expected that the public will subscribe capital for a pier company whose prospects of a dividend can never be half so good? So blind do men become when they go into speculation that they are unable to perceive what other men see whose fingers are not itching to become suddenly enriched.

And as to the query whether Government have funds *to spare* for completing the harbour works, I would enquire whether there are ten men in Bombay amongst the would-be promoters of, and investors, in joint stock companies who have funds *to spare* for such investments? The great desire seems to be to make money—make money—and make it quickly—the quickest way being to get into and out of a public company. I do not say that there are not men in Bombay by hundreds who have funds to spare: there are such men; you can find them in Bhattia warra, Memon warra, and in Khoja molla, but they cannot be induced to get up pier companies or joint stockeries of any kind. And it is well that it is so; well that the funds of Bombay have gone into the hands of those who, though they may not be found ready to join in any joint stock enterprize, are quite ready to float their capital in honest trade, though many there are who are hoarding their wealth. It is not the Pier Company standing alone as one of our new joint stockeries that I so much dread, as that other companies will follow and the people will again become demoralized. Forty lacs sunk in the waters of Colaba might not be an irreparable loss to Bombay, but the taste for joint stockery still remains, despite the misfortunes which it brought us. Apart, however, from the speculative view of the operations or effects of the Colaba Pier Company, it would be folly for men who have no funds *to spare* to throw their little all into this company under the assurance that Government have no funds *to spare* to build docks in Bombay. If Government have no funds *to spare* for completing the harbour works and providing landing and shipping accommodation for the trade of Bombay, who has spare funds? It is difficult to write seriously upon such a matter. The dock works, whenever they are undertaken, must surely be the most reproductive portion of the harbour works; and delay in providing these docks, now that the land estate is ready and in complete working order, is not to be expected of a Government that has shown itself exceedingly anxious to increase its revenue—especially when backed up by gentlemen of Mr. Ormiston's and Colonel Kennedy's proclivities.

One more point. What on earth has a dock trust to do with "private enterprize?" As an individual who despises joint stock companies, and especially joint stock companies the ramifications of whose enterprize reach into the share-market, the dwellings of the poor, and the jails, what special interest have I in the operations of private enterprize compared to the interest which I must have in the operations of a dock trust? It is customary to ridicule public bodies like dock trusts and to belaud bodies like the promoters of joint stock companies, of joint stock *enterprize*, the former are declared to be fools, and the latter are sometimes regarded as spirited philanthropists. But, alas for the philanthropy of the present day in its associated capacity! It has driven the world mad with its enterprize, and has tainted the time-honoured name even of the British merchant. If I have read joint stock history aright—the joint stock history of Bombay especially—nobody will condemn me for pinning my faith to public associate bodies who labour honestly for their bread or for public credit, rather than to the friends of private enterprize. If the trade of Bombay wants a pier at Colaba, and cannot do without a pier, why do not the representatives of the commerce of Bombay appeal to Government, and ding-dong their prayer into the ears of their rulers? Government do not desire dividends on their outlay on public works, and the advantages of dock or pier accommodation when provided by Government must sooner or later be in favour of commerce. Government public works are a bye-word, but the day of reform has arrived, and the late occurrences at Allahabad have placed the department in a new position, a position of responsibility from which the highest officers in the department are not exempt. However that may be—what about the Bombay Harbour Works? Are they not good, sound, and enduring? Yes, it will be said, much was executed by private enterprize under the direction of a civil engineer. True, and we have that gentleman here at this moment as a reliable servant of the Bombay Dock Trust. If all that has been said about the Colaba Pier Company were true, it would amount to this, that Mr. Ormiston is unable to complete the harbour works and supply the trade of Bombay with good and sufficient dock accommodation. Z.

BOMBAY.

DACOITY.—Dacoity was committed last week in some of the villages belonging to the Gaekwar's territory.

POSTAL NOTICE.—Mails will be closed at the General Post Office, for Aden and Suez, per steamer Apis, at noon on Friday.

THE VAGRANCY ACT.—There were in all forty-two European vagrants in the work-house attached to the House of Correction on Monday last.

A BOAT CAPSIZED.—A boat, laden with casks of spirits, was capsized in the harbour on Tuesday. The boat and casks were recovered and taken to the Mandvee Bunder.

FALL OF A HOUSE.—On Tuesday afternoon part of a house situated in Moogbhat Lane fell, by which a man was slightly injured. The damage to the building is estimated at Rs. 500.

BUGGY LICENSE.—At the Girgaum Police Court yesterday, Cullian Fuckeer, a hack buggy driver, was fined ten rupees for driving his vehicle without a license from the Commissioner of Police.

ACCIDENT.—The daughter of a native Christian, aged about seven years, yesterday fell from a window on the first storey of a house in Grant Road. She was seriously hurt, and was removed to the Jamsetjee Hospital.

INFANTICIDE.—Yesterday a Hindoo who had lost his bucket in a well at Nowrozjee Hill, was trying to take it out by means of a drag, and while doing so pulled up a bundle containing a new born male child. The child was sent by the police to the Police Surgeon for examination.

SURAT.—We learn from the Gujerat papers that Mr. Rustomjee Jamsetjee Capudia, a resident of Surat, has instituted criminal proceedings against Mr. Byramjee Nusserwanjee Servai, Carting Agent of the B. B. and C. I. Railway Company and others. He charges them with criminal breach of trust and various other offences in connection with the Agency business. The case is to be investigated before Mr. Oliphant, full-power magistrate of Surat.

HIGH COURT.—The Judges at the High Court have appointed a committee of the following gentlemen to conduct the examination of Mr. Munsookhal Mooghtlal, LL.B., articled clerk to Messrs. Keir, Prescott, and Winter; and Mr. Rahimtoola Mahomed Sayanee, LL.B., articled clerk to Messrs. Leathes and Crawford, as solicitors of High Court :—Mr. Fox, Master in Equity, Mr. Marriott, Clerk of the Crown, and Mr. Lynch, Acting Attorney for Paupers. The examination is to commence on or about the 6th proximo.

WE are glad to hear from a gentleman who has lately arrived in Poona from Secunderabad, that it is now quite healthy there, and that cholera has almost entirely disappeared both from Secunderabad and Trimulgherry. Heavy rain has fallen between this station and Hyderabad (Deccan.)—*Deccan Herald.*

OFFERING A BRIBE TO A EUROPEAN OFFICER.—A case was tried before Dr. Fraser, Railway Magistrate, on Monday last, in which two natives were charged—the one with offering a bribe of Rs. 50 to Captain Candy, R. A., Station Staff Officer at Kirkee, and the other with abetting him in committing the offence. The magist

Kattiawar, on the same conditions as to jurisdiction as the villages of the talooks of the Thakore of Bhowruggur heretofore in that province.—By order, F. S. CHAPMAN, Chief Secretary to Government."

This notification, it may be observed, though signed by the Chief Secretary to Government, does not state by what authority it was issued. Merely "by order," appearing however as it does in the *Government Gazette*, and under the signature of the highest ministerial officer under Government, it may be assumed that it was issued by order of His Excellency the Governor in Council, but the notification is defective in a far more material point, for it omits to recite the law which was supposed to confer on the Governor in Council the power to limit the jurisdiction of the Civil and Criminal Courts of this presidency. It has not been shown to us that any such law exists; and on the contrary we find that at the time this notification was issued, section 6, Regulation I., 1827, which provides that "Regulations are to be in force at such places and from such periods as may be declared in a regulation actually in force" was unrepealed, and as the regulation establishing the Ahmedabad zilla, of which the village of Ghanglee forms a part, was also unrepealed, it follows that a legal enactment was necessary to effect the object which Government had in view when issuing the notification referred to. It was suggested in the course of the argument that the notification might have been issued under clause 2, section 16, Regulation II., 1827; but even admitting that this law gives the Governor in Council power to cede territory, no authority could be assumed to exist in that body summarily to abrogate any law in force in such territory in the face of section 6, Regulation I., 1827. That this notification is inefficacious is still more apparent when we come to look at the full force it was intended to have, for it purports to affect not only the local Courts but also the High Court, which, under section 1, Regulation II. of 1827, and section 9, 24 Victoria, chapter 104, has jurisdiction over all the territories subordinate to the Presidency of Bombay in which the Code of Regulations has operation by enactment. It seems to us, therefore, that the notification referred to is, as far as the Government in this case is concerned, of no effect whatever, and that the village of Ghanglee not having been legally removed from the jurisdiction of the District Court of Ahmedabad, the decree of the Judge must be upheld.

THE TIMES OF SHARE SPECULATION.

At the High Court recently, the Hon. the Chief Justice gave judgment in the case of the Imperial Banking and Trading Company v. Thackersey Poonjasha and other directors of the Guzerat Trading Company. The suit was finally heard before his Lordship in June and July 1870. It was brought to recover Rs. 1,59,172, the amount of damages alleged to have been sustained by the plaintiffs in consequence of the defendants having failed to pay for, and take delivery of, three shares in the Back Bay Reclamation Company, which they had agreed to purchase of the plaintiffs, the delivery to be made on the 1st July 1865, which, it will be recollected, was the great settling day for "vyada" transactions of the time.

Mr. Anstey and Mr. McCulloch, instructed by Messrs. Leathes, appeared at the hearing in June and July 1870 for the plaintiffs; and Mr. Serjeant Atkinson and Mr. Budroodin Tyabjee, instructed by Mr. C. Tyabjee, for the defendants.

The defendants, at the time the contracts were entered into, were the directors of an unregistered company called the Guzerat Trading Company, having its head office at Ahmedabad, and were carrying on business in Bombay through one Kessowlal Choonilal, whom they had appointed their manager or agent. The contracts in respect of which the suit was filed, were entered into by Kessowlal Choonilal, as such agent, on behalf of his principals. But the defendants subsequently denied that he was their agent or manager. At the time of the first hearing, Kessowlal was somewhere in Kattywar, and a commission was ordered to go to the Political Agent of Kattywar to examine him. The history of the defendants' company was alleged to be briefly as follows:—The defendants, as directors of the Guzerat Trading Company, commenced business in October 1864. Before that time another company, called the Ahmedabad Trading Company, was carrying on business at Ahmedabad and Bombay, of which Kessowlal Choonilal was the agent in Bombay. Subsequently the latter company was merged into the former, and Kessowlal was confirmed as the Bombay agent of the new company according to the terms of a letter dated 12th October 1864, from Gunputram Jumnadas, the manager of the head office at Ahmedabad. Kessowlal is said to have carried on large business thereafter as the agent of the Guzerat Trading Company, and to have given receipts and other documents as such. He had entered into several transactions with the plaintiffs' company, and, among others, had contracted for the purchase of three Back Bay shares for delivery upon the terms and prices mentioned in agreements of the 16th January and 16th March 1865, and another of the latter date, all signed by him as agent of the Guzerat Trading Company; and this suit was filed to recover damages sustained by the plaintiffs by the defendants' default to take delivery of the shares on the 1st July 1865. Many days before the due date of delivery, the Bombay branch of the Guzerat Trading Company, which had its office in Chartered Gate Street, a handsome payment, and the office being closed, the plaintiffs could not make the necessary tender of the shares on the 1st July 1865. Subsequently both the plaintiffs' and defendants' companies went into liquidation, and a long correspondence ensued between the liquidators for a compromise of the claim, but the negotiations ended in nothing. For a long time service of summons could not be effected upon the defendants, who were alleged to be secreting themselves in different places. Eventually recourse was had to a stratagem, and service was effected upon one defendant at Baroda, and upon the rest in Bombay, on the 16th January 1869. When the suit came on for hearing before Mr. Justice Westropp in September 1869, a written statement by the defendants was admitted and the issues were settled. The judge declared that the evidence of Keekabhoy Hurnarayen, the manager of the head office at Ahmedabad, who was at that time incarcerated in the Ahmedabad jail, under a sentence of three years for misappropriating the company's monies, and of Kessowlal Choonilal, who was at Kattywar, was necessary to establish the fact of defendants being the directors of the Guzerat Trading Company, and a further delay occurred. Keekabhoy got his release a day or two before the order for his examination was transmitted to the Ahmedabad Court, and left the town to evade his examination. The hearing of the suit was thereupon postponed until June 1870.

The plaintiffs say in their plaint:—The plaintiffs seek to recover payment from the defendants of the sum of Rs. 1,59,172-12, money payable by the defendants to the plaintiffs in respect of the causes of action hereinafter stated. Previously to and at the time of the execution of the three several agreements, hereinafter particularly mentioned and set forth, the defendants, together with certain other persons, being more than twenty in number, had commenced to carry on, and were then carrying on trade, and business in co-partnership, having gain for its object, and in Bombay aforesaid, and at Ahmedabad under the name, style and firm of the Guzerat Trading Co., Limited, without being incorporated by Royal Charter or otherwise, and without having been registered as a Joint Stock Company under the provisions of Act XIX. of 1857 and Act VII. of the Legislative Council of India, or either of them; and the registration of such copartnership as a Joint Stock Company, under the said Acts, did not take place until some time subsequently to the making of the said three several agreements respectively, namely, the 18th day of April 1865. By an agreement in writing, dated the 16th day of January 1865, and made at Bombay aforesaid, between the plaintiffs of the one part and the defendants and other persons as aforesaid under the name and style and firm of the Guzerat Trading Company, Limited, and who were therein referred to as the purchasers, of the other part, the said plaintiffs in consideration of Rs. 100 to them then paid by the said purchasers, and of the further sum of Rs. 5,900 to be paid as therein mentioned, agreed to sell to the said purchasers, and the said purchasers agreed to buy from the plaintiffs, one share, No. 192 of Rs. 10,000, and upon which a sum of Rs. 5,000 had been then paid in the Bombay Reclamation Co., Limited, to be transferred as therein mentioned, upon the following conditions, namely, that the said purchasers should pay the said sum of Rs. 56,900 to the plaintiffs, in Bombay aforesaid, on the 1st day of July 1865, and that, if the said purchasers should fail to comply with the above conditions, the sum of Rs. 100, the deposit, and all interest which might have accrued due thereon, should be forfeited, and the plaintiffs should be at liberty to resell the share thereby agreed to be sold, at such time and in such manner as they should think fit, and any deficiency in price which might happen on such resale should immediately afterwards be paid by the said purchasers to the plaintiffs; and in case of non-payment should be recoverable by the plaintiffs as liquidated damages. By another agreement in writing, also dated the 16th day of January 1865, and made in Bombay aforesaid, between the plaintiffs, of the one part and the defendants and such other persons as aforesaid under the name and style of the Guzerat Trading Company, Limited, and who were therein referred to as the purchasers, of the other part, the plaintiffs in consideration of Rs. 100 to them then paid by the said purchasers, and of the further sum of Rs. 52,900 to be paid as therein and hereinafter mentioned, agreed to sell to the said purchasers, and the said purchasers agreed to buy from the plaintiffs one other share, No. 643 of Rs. 10,000, and upon which a sum of Rs. 5,000 had been then paid in the said Bombay Reclamation Co., Limited, to be transferred as therein mentioned, subject, amongst others, to the following conditions, namely, that the said purchasers should pay the said sum of Rs. 52,900 to the plaintiffs in Bombay aforesaid on the 1st day of July 1865, and that if the said purchasers should fail to comply with the above conditions the sum of Rs. 100, the deposit, and all interest which might have accrued due thereon, should be forfeited, and the plaintiffs should be at liberty to resell the share thereby agreed to be sold, at such time and in such manner as they should think fit, and any deficiency in price which might happen on such resale should immediately afterwards be paid by the said purchasers to the plaintiffs; and in case of non-payment should be recoverable by the plaintiffs as liquidated damages. By another agreement in writing, also dated the said 15th day of March

heard, on the morning of the 17th, Friday, that Mr. O'Connor had been put into prison. I was at Syrie, and got a letter from Mr. O'Connor, telling me of the matter. This was the first I heard about it. When I wrote to Major Parsons on the 15th, telling him that I had seen Mr. O'Connor's draft, he wrote back and told me that the matter was then in the hands of the Court, and he could do nothing. I think he said that he had taken up the matter in his magisterial capacity. I was not aware that any specific charge had been brought against Mr. O'Connor. The Municipality had not sanctioned any proceedings. There had been no meeting. I don't think any of the Municipal Commissioners knew anything of the proceedings of the 16th. I attended a meeting of the committee on Saturday, the 18th February. I see the proceedings (produced). The remarks by General Innes and Maulavi Abdulla, I believe, were recorded after the meeting was over. Something was said about it at the committee. I know Maulavi Abdulla holds some office in the kutcherry under the Deputy Commissioner.

Cross-examined by Mr. Plowden—At the meeting of the committee on the 7th, Major Parsons asked Mr. Walker and myself to go down and see about this matter of the lowering of the road. Nothing was said about reporting the result to the committee. It is usual for Commissioners to report what they have done at the next meeting. I considered we had authority to sanction the work. We did report what we had done at the next meeting, and drew up a memorandum, stating exactly what we had given Mr. O'Connor permission to do. I conceive that we as sub-committee had authority to give permission, but that it was our duty to report what was done, and the general committee might confirm our proceedings or not. We reported at the following meeting of the committee, and the resolution published in the proceedings of the 10th embodied the terms of our report.

The mention of the stamped agreement and the time in which the work was to be completed was added by the committee to our report. The resolution was agreed to by the committee. The resolution represents fairly what passed between us and Mr. O'Connor a day or two previously. I approved of the suggestion that the agreement should be drawn up on stamped paper. When the stamped paper was resolved on, I told the municipal clerk to see that Mr. O'Connor had the agreement early, in order that he might go on with more of the work until he saw the conditions. Mr. Walker and myself had given him permission to commence a day or two previously. The resolution of the committee was that the agreement should be signed before the work was gone on with further. To the best of my recollection the work was commenced before the 10th. I believe it was commenced the very evening we gave the permission. Very little was done up to the 10th. I was anxious that Mr. O'Connor should get the resolution and agreement before he went on further with the work. I don't recollect having told Mr. O'Connor that we were going to report to the committee. When we met at Willow Bank with Major Parsons, there was another dispute besides the two pieces of ground proposed to be thrown into the road. Mr. O'Connor said he had godowns underneath the road, and therefore had a right of way above. This was refused. There was also an altercation as to whether he could come beyond his verandah. Mr. O'Connor asserted that he had rights beyond the limits of the verandah, but this was rejected. The verandah was his, to do what he liked with, but he was not to go beyond. Mr. O'Connor agreed that morning that he would give up the two pieces of ground to the use of the public, and that all erections were to be strictly limited to the verandah. He said that as he could not go on with the work without the agreement, he hoped there would be no delay in sending it to him. I considered the matter perfectly clear and settled before I left. I don't remember that Mr. O'Connor made any objection to sign a stamped agreement. Exhibit A correctly describes the arrangement arrived at on the morning of the 13th. In the discussion about the road both Major Parsons and Mr. O'Connor lost their temper. When I met Mr. O'Connor on the afternoon of the 14th, he mentioned that he had been fined. He told me that he had been to the kutcherry on business, when he was sent for by Major Parsons, who asked him if he had removed the barricade, and that on his replying "no," that he had been fined. He also said that he had been threatened with further proceedings if he did not remove the barricade. The fine was also spoken about the next morning, when Mr. Walker and I were at Mr. O'Connor's. Mr. Walker was vexed at Mr. O'Connor having been fined.

To the Court.—On the morning of the 13th more work had been done than on the 10th. I don't consider there was any danger to the public in the road remaining in that state. Only half the width of the road was being done at a time. The only inconvenience was the narrowing of the road.

James Lewis Walker was next examined regarding the writing, by General Innes, in the proceedings of a meeting of the Municipal Commissioners, of the words, "I concur, but am of opinion that the agreement sent Mr. O'Connor was explicit," which he stated were added to the records of the meeting after the proceedings had been signed by the members, and the meeting was over. Did not give any 'order to Mr. O'Connor regarding restoring the Mall to its original state, but believed that Major Parsons did after he fined him.

Cross-examined.—Heard this from Mr. O'Conner, Believed that it was on the afternoon of the 15th that Mr. O'Connor said that he had either seen or heard that an order had issued for him to restore the road to its original state. He said that when he was fined by Major Parsons, he did not understand that any such order had been made.

Dr. Thorpe, called by the defendant's counsel, stated that he remembered the obstruction in front of Willow Bank last February. Did not make a complaint to any one about it, but remembered saying that it was a nuisance while the work was going on. Witness nearly had an accident there one afternoon.

William Hills, assistant to Cooke and Kelvey, stated that he saw Mr. O'Connor on the 11th February, who showed witness a paper from the Municipal Commissioners. Saw Mr. O'Connor when he was in prison on several occasions. From his look Mr. O'Connor seemed to be very unwell. He was locked up in one of the cells, a very small, cold room, which was leaking at the time, and a very uncomfortable place altogether. It was one of the ordinary cells of the jail. The furniture consisted of a common charpoy, table, and chair.

By Mr. Plowden.—Mr. O'Connor did not proceed with the work after the receipt of the letter.

Charles William De Russett, builder, stated that he was with Mr. O'Connor and Mr. Beltram on the evening of the 11th February near Harding's Hotel, when Major Parsons came up. Major Parsons prohibited Mr. O'Connor from carrying on the works on the road opposite his house. Mr. O'Connor replied that he had the sanction of the Municipality to make the alterations, when Major Parsons repeated that it was his order that the work should be stopped, and told Mr. Beltram to see that it was attended to. Mr. O'Connor then asked whether he was to put the road back as it was before, and Major Parsons said that he was to leave it just as it was. Witness then went away.

Thomas Lowsey, assistant to Messrs. Bourne and Shepherd, stated that he was on the premises of Bourne and Shepherd on the evening of the 11th February, and saw Major Parsons, Mr. O'Connor, and Mr. Beltram on the road below. Hearing loud voices, he looked out and heard Major Parsons say, "You must stop the works." Mr. O'Connor said that he could not, and Major Parsons replied that if he did not, he would have to punish him. The conversation was continued, but witness then went away.

William Philip Woodward stated that he was at Major Parsons' kutchury on the 14th February last. Saw Mr. O'Connor there. Mr. O'Connor was reading a paper when I went in, which Major Parsons wished him to sign. Mr. O'Connor said there was a clause in it which he did not approve of, and wished it reconsidered. He said the agreement was not the same which the Commissioners on duty had framed. Major Parsons said he did not think it necessary to call another meeting of the Commissioners, as it had already been considered. Major Parsons said that he would give him two days to consider over the matter, and if he did not sign it by that time, he would summon him. Mr. O'Connor said he would not sign the paper until the matter had been reconsidered by a full meeting. Major Parsons then said, "You wont sign it? Then I summon you at once." Mr. O'Connor stated that he thought Major Parsons had not the power to do so, as there was no charge, and no proper summons served on him. Major Parsons said he had power, and drew a paper from the table to write down the case. Mr. O'Connor then made some remark to the effect that Major Parsons had not power, whereupon Major Parsons said, "I fine you Rs. 40, or eight days' imprisonment if not paid at once." Witness then left the Court, as he saw that both Major Parsons and Mr. O'Connor were excited. Major Parsons became excited when Mr. O'Connor doubted his power to summon him.

Edward Treslon O'Connor, the plaintiff, stated—Early in February I applied to the Municipality to lower the road near my premises, Willow Bank. This was a verbal application. Major Parsons, Colonel Roberts, and Dr. Thorpe, came to my place one day in the early part of February, and after some conversation they asked me to submit a plan. I submitted the plan on the 7th or 8th February at the Municipal Office in person. The Commissioners gave me permission to carry out my alterations, upon the condition that Colonel Roberts and Mr. Walker should first go down and see the place and approve of what I proposed to do. The plan was then returned to me. A day or two afterwards Colonel Roberts and Mr. Walker came to my place, discussed the matter, and gave me permission to go on, saying I was to do the work as sharp as possible. They also lent me municipal tools, in order that I might do the work quick. I put up a railing, and commenced work on the 10th, the same day that I received permission, and stopped work on the evening of the 11th, about half-past 5 P.M. I received the notice produced from the Municipality about 4 or half-past 4 o'clock on the afternoon of the 11th. I met Major Parsons that evening about half an hour after I had received the resolution, near Harding's Hotel. He asked me if I had received the resolution. I replied yes, but stated that I objected to certain clauses in it, viz., first, the space of the verandah being given over to the public, and, second, the earth being removed to *any* locality indicated by the Commissioners. Major Parsons said he understood I had agreed to give up the verandah space for a piece of ground at one end near Combermere bridge. After some argument, Major Parsons said, "You must stop work." I replied that I thought he had no authority to stop the work, as I had the sanction of the Commissioners. He then again enjoined me to stop work, adding that if I did not, he would prosecute me very seriously. He then went away, and I returned to my own place, when I found that the work for the day had already stopped. I called my munshee, and gave him directions to discontinue the work. Next day was Sunday. On the 13th, Colonel Roberts, Dr. Thorpe, and Major Parsons, met at Willow Bank. I was sent for. We talked about the road." I told Colonel Roberts that I thought the resolution sent did not strictly contain what had been settled on the day when permission was given me to commence work. The objection about the earth was conceded. The other objection about the verandah space was discussed and settled, as stated by Colonel Roberts. Nothing was agreed about the underground cellars. Major Parsons after this said, "We must either quash the work, or get him bound down by a stamped agreement, for if there is a loophole of escape, he will play us false." I then became angry, and to the best of my recollection used words to the effect that his conduct was not consistent with that of a gentlemen, and that if he was Deputy Commissioner, I had proprietary rights which he should not interfere with. Dr. Thorpe and Mr. Beltram on this went away. Colonel Roberts intervened, and said that he thought Major Parsons did not mean to insult me. Major Parsons then said that he did not wish to insult me, but that in all matters of this kind an agreement should be signed. I agreed to sign one, provided the clause "and the present space" between the verandah and the house to be opened out for the public was omitted. I was told that an agreement would be sent to me, and that as soon as I had signed it, I could go on with the work. We then separated, and about an hour afterwards I received a second agreement from the Commissioners. I found the objectionable clause still in it. I drew out a draft agreement myself that evening. I did not go on with the work. On the 14th, about 3 P.M., I had business at the kutcherry. While looking over some registers, Mr. Beltram came to me and said that Major Parsons wished to see me regarding the agreement. I told him I did not wish to go before Major Parsons on account of the disagreement we had, but I handed my draft agreement to Mr. Beltram, and told him to show it to Major Parsons. He did so, and came back after a little while, repeating that Major Parsons wished to see me. I went into Major Parsons' room, and he asked me if I had signed the agreement. I replied that the draft agreement which I had sent in was sufficient to show that I had not signed it. He asked me again if I would sign the agreement. I refused, and said I would not do so until the matter had been again referred to the Municipal Committee, who had given me the sanction. Major Parsons said that I should sign that agreement, and no other. He said he would give me time to consider the matter, but I said I could not think of signing the paper without referring the matter to the committee, and that I had a right to do so. Major Parsons said that he was solely responsible to Government for the sanitary arrangements of Simla, and that the Municipal Commissioners on duty had no right to give me the sanction. He again asked me to sign the agreement, and I refused. He then said he would try me at once for committing a breach of the municipal bye-laws. I asked him who had laid the charge. He said that he was the prosecutor, and that whatever he did was in his magisterial capacity. I replied that I had not been summoned, and that I did not think he could try me. He said "I will show you that I have power. Stand where you are. I fine you Rs 40 to begin with, and for every day the road remains in its present state I will fine you Rs. 200 more." I asked me if I was going to Calcutta. I said, "Yes, on business." He then said, "If you leave without restoring the road, I will have you brought back and sent to jail for six months under section 291 of the Penal Code." He then told Mr. Beltram to see that I paid the money at once or else to take me to jail for eight days. I told Major Parsons I would give him an order on the bank, but he refused to receive it. I then pulled out some notes I had, and I told him to help himself. He told me then he would accept the order. I went to Mr. Chisholm's room and gave the order on the bank. At the same time I applied for a copy of the case against me. I presented my application myself about half an hour afterwards, and was told to call next day for the copy. I called next day, and was told by Mr. Chisholm that the case had been sent to the copying clerk. I went to the clerk, and asked to see the original order, which he showed me. I found at the bottom of the proceedings in the last paragraph a note made that I was enjoined in public Court not to continue a nuisance, and that I was to restore the road in two days to its original condition. This was the first time I was aware of the existence of such an order. I solemnly swear this. After this I went up to the bank, and told Mr. Walker and Mr. Peterson about the order. Before I went to jail, that was the first and last time on which I saw the order. No such order was verbally given me in Court on the 11th. After I was fined, I went to Mr. Walker, from whom I received a letter from Colonel Roberts on my business. I took the letter to Colonel Roberts, and gave it to him along with the two agreements. He said he would read them over during the night, and said he would meet Mr. Walker at my place. Next morning, the 16th, Colonel Roberts, Dr. Thorpe, and Mr. Walker met at my place. They made some pencil alterations in my agreement (marked D). There is a difference between the two agreements. It lies in this passage, "and the space between the present verandah and the house to be opened out for the public." Colonel Roberts, Dr. Thorpe, and Mr. Walker, accepted my modified agreement, and I recommended me to submit it to the next meeting. Colonel Roberts said he would write to Major Parsons about it. On the same evening I addressed a letter to the Municipal Commissioners, including a copy to Major Parsons, calling for a special meeting, and circulated them on the following morning, the 16th. I sent one to the Municipal Commissioners on the 16th. The one I intended to send to Major Parsons did not go, because I was arrested. I was arrested between 11 and 12 by Mr. Beltram at my house. We then went to the bank, where I saw Mr. Peterson. I asked him to let some one come with me as a witness. Mr. Ludlow came with me. On coming to Major Parsons, he said, "You have not obeyed my order? I sentence you to twenty days' imprisonment, and a fine of Rs. 300." No evidence was taken, nor any charge read out to me. I am quite sure of all this. When asked about the order, I said I did not remember receiving any such order, but that if I had signed it there must be the same. Major Parsons said was given now I would obey it. Major Parsons said that it was too late now, that I was a wrong-headed man, and should be put down with a strong hand. He then requested Mr. Beltram to remove me. I went to Mr. Chisholm's room, and after a while a thought struck me, and I returned to the Court. I said to Major Parsons that the two days had not elapsed, but he would not listen to me. He was taken to jail. I appealed to the Chief Court before I obtained my release. The appeal cost me over Rs. 1,500. The cell I was locked up in was a small damp room. It had a mud roof, and was leaking all over. There was snow lying outside. It snowed and rained all the time I was in jail. There were no furniture in the room when I was first put in. I gave a table and a commode in the bath-room. The darogah gave me a morah. He said he could only give me a string charpoy and a couple of blankets. I had to send to my own house for the furniture I required. My food was brought me by my own servant and was examined by the police, who used to mix it all up together at the gate, and make my servant taste several articles of food. I sent a petition to Major Parsons through Mr. Ludlow for an amelioration of the jail rules, and the matter was put straight after that. I was in good health when I was taken to jail, but was very ill all the time I was in jail. Dr. Jones attended me. He came for three or four days up to the day I was released. Messrs. Cooke and Kelvey had an interest in the building. They hired a portion, and I had engaged to open an entrance from the Mall, and do up the place for them by the 1st April. I was to receive Rs. 500 for the first Rs. 1,000 I expended in the improvements of their place, and Rs. 250 for every Rs. 1,000 afterwards, subject to the work being finished in the time mentioned. I did not finish it by the 1st April. I was unable to get it finished on account of being in jail. Messrs. Cooke and Kelvey have not paid me as agreed. The cost of improvement altogether has been to me about Rs. 1,000, of which one-third, or nearly a half, has been spent on Messrs. Cooke and Kelvey's portion. My claim was referred to Messrs. Cooke and Kelvey, but, I am told has been rejected.

Cross-examined by Mr. Plowden—I have heard that Mr. Hill was a member of the O'Connor appeal fund.

The Court then adjourned till the following morning.

BANGALORE RACES.

SECOND DAY—JUNE 22.

THE 'Bangalore Cup,' value Rs. 1,000. For all English and Colonial and country bred maidens. Weight for age and class. R. C. and distance. Entrance 1st April Rs. 50, 1st May Rs. 100, 1st July Rs. 200, when the race closes with a sweepstakes of Rs. 100 for each horse declared to start. Three horses from different stables or in *bona fide* different interests to start, or the cup will be withheld.

Mr Abdulla's, ch aus c Satellite, 7st 5lbs, Omer		1
Mr Beaver's, b aus m Geraldine, 9st 3lbs, Tyrrell		3
Merry Confederate's aus m Jessie, 8st 13lbs, Williamson ...		2
Mr Pilgrim's, b aus m Allegra, 8st 13lbs, Cousins		0
Mr M's, b aus g Victor, 9st 3lbs, Brewley		0

Satellite won in the commonest of canters, and for second place Mr. Beaver's mare beat the Confederate's easily.

THE MYSORE STAKES.—Rs. 500 from the fund. For all horses. 1½ miles. Weight for age and class. Winners of previous seasons, once 7lbs., twice 10lbs., oftener 14lbs. extra. Winner of Trial Stakes or Bangalore Cup to carry 5lbs. additional. Entrance 1st April Rs. 50, 1st May Rs. 100, 1st July Rs. 200, when the race closes with a sweepstakes of Rs. 100 for each horse declared to start.

Merry Confederate's b aus g Melbourne, 10st 3lbs, Williamson		1
Mr Mammell's, b aus g Salem Scudder, 10st 3lbs, Mr Power ...		2
Mr Drummond's, br aus g Huntingdon, 9st 13lbs		3
C I M's, ch aus g Bismarck, 10st 3lbs, Cousins...		0
Col Ramsay's, bl aus g Sultan, 8st 10lbs, Brewley		0
H Brownlow's, br aus g Driver, 10st 3lbs, Tyrrell		0

Melbourne won easily; about two lengths from second to third.

They got away with what seemed a good start, and on passing the stand were in the following order: Hunting Horn first, with Salem Scudder and Melbourne next, Bismarck and Sultan following. Driver, who forgot to stay played the same trick as on the last day and turned round at the starting post, was induced to make an effort at last, and accordingly brought up the rear some 200 yards behind the others. Tyrrell was at the brute even then to make him go, and he looked like stopping, lying down, anything rather than continuing his stern chase. At the ½ mile post out from Sweepstakes Melbourne got in front with Salem Scudder second and Hunting Horn third, the other horses being in the same order, Driver gaining a little ground. This order was not again changed during the race, for Melbourne held his own with ease. There was a good race for second place.

THE ALL ARABS.—For all Arabs. Rs. 500 from the fund. Weight for age. R. C. and a distance. Winners of one season 7 lbs. additional, oftener 12 lbs. Winner of Maharajah's Cup 5 lbs. extra. Entrance 1st April Rs. 50, 1st May Rs. 100, 1st July Rs. 200 when the race closes with a sweepstakes of Rs. 100 for each horse declared to start.

Mr Abdulla's, b a h Sunbeam, 10st 11lb, Hastings		1
Merry Confederate's, ch a h Glencoe, 10st 11lb, Williamson ...		2
Mr Beaver's, b a h Musjid, 8st 10lbs, Tyrrell		3

Won by half a length easily.

There was no lottery on this race.

On coming up to the stand from the distance post (the place of starting) Musjid was leading with Glencoe pulling double just behind. Sunbeam lay back till about ½ a mile from home when he drew away from his company and was never again headed. The other two were hard at work coming up the straight, but Hastings sat still and had plenty in hand at the finish.

THE PONY RACE was a walk over for Mahaboob; and Mr. Abdulla carried away the Earl's plate with Sunbeam in a similar manner, so that there would only have been three races, but for the getting up of a match, which turned out to be the best contest by far of the day. This was for Rs. 1,000, 1½ mile, between Merry Confederate's g a h Selim carrying 9st 3lbs. and ridden by Williamson, and Ali Aster's Haji under the same weight, steered by Brewley. Haji was the favourite at 2-1 and 3-2 till shortly before the race, when public opinion seem to veer round in favour of Selim, and even money was eventually offered on the latter without response.

Selim took the lead at the commencement, and on passing the stand Haji seemed to be labouring in his stride. The same state of things continued to the dip, at which point it appeared a certainty for the Confederate's horse. On emerging from the hollow Haji was still behind, but ½ a mile from home he began to creep up, and took the lead before coming into the straight, which he never lost. Selim ran gamely, but Haji ran more gamely still, and won an exceedingly pretty race cleverly and well.—*Madras Times.*

THE TICHBORNE CASE.

THURSDAY—JUNE 29.

THE cross-examination of the claimant was continued by the Solicitor-General this morning.

In one of the first letters of Lady Tichborne, sent to Mr. Cubitt, of the Missing Friends-office, Australia—that of May 19, 1865—which was the foundation of the advertisement afterwards inserted, it is stated that "Roger Tichborne will be at the present time about 32; he is of delicate constitution, rather tall, with very light blue eyes, and brown hair." Can you account for the word "thin" being left out?

Witness—How is it possible I can account for what was done by another person?

You had seen Mr. Cubitt at that time?—No.

At all events, the word "thin" did not occur?—No.

What were you when you got to Sydney?—I don't know I picked up a great deal there.

Were you still thin when you got to Sydney?—Yes.

Do you mean that some of the photographs were later than 1865?—Yes, those shown the other day were taken in April and May, 1866.

What was your weight in 1865?—In January I was 11st. 4lbs.

You have not any photograph of that date?—No.

You were weighed at Panama?—Yes; I was 13st. 6lb. I increased 3st. between Sydney and Panama.

Can you give me an idea of when the advertisement was put in?—No.

The letter of Mr. Cubitt to Lady Tichborne, dated August 4, 1865, says:—"The enclosed advertisement, which I have sent to various Australian journals, was the first step I took in the matter. This led to further action, eventuating in what I firmly believe to be his discovery." Do you know at what period of time it was that the advertisement was first inserted?—No, I do not.

Did you never learn from Mr. Cubitt what he had done after he inserted the advertisement?—No, I did not.

Have you the original advertisement, or the draft of it?—I have not.

You were married first by a Mr. Bignall?—Yes, some such name.

At Wagga Wagga?—Yes.

Were two persons present at the marriage?—Yes, John Robinson and Mary Robinson.

Did you describe yourself as having been born in Chili?—Yes.

Did you say your father and mother bore the names of Thomas and Mary Castro?—Yes.

Did you say he was a merchant?—Yes.

Did you say you were at that time 30 years of age?—Yes.

You were married January 29, 1865?—Yes.

If you were born in 1829, you would have been a good deal more than 30?—I am aware of that.

If you had been born in 1834, when Arthur Orton was born, you would have been just 30. Do you see that?—I don't know when he was born.

You were married again at the Catholic Church, Golbourne, on the 9th July, 1866, by a priest named Macilroy?—Yes.

What age did you give then?—I am sure I don't remember.

Try and recollect?—I have no recollection what age I gave then.

Then you were married as Roger Charles Tichborne?—Yes.

Then you had seen Lady Tichborne's letter in which she said her son was born in 1839?—I am not aware that I did.

Will you swear you had not seen it?—I think not, if any age was mentioned in it.

In her letter which you have heard read she says she was married in 1827, and that Roger, her eldest son, was born in 1829?—I never saw that letter.

But you did know that she was married in 1827, and that Roger Charles Tichborne, her eldest son, was in 1829?—I knew it, of course, but not from any letter of hers at that time.

Do you deny having seen any letter containing that statement?—At that time I had only seen one letter, and I have no recollection what was in that letter.

Surely you can recollect whether, when you were married in your real name, you had seen a letter stating you were born in 1829?—I cannot recollect.

What made you say at Wagga Wagga that you were 30?—For the same reason that I said everything else that was false—that I did not wish to be known.

So you said 30?—Yes; I said any age that came into my head.

Did you happen to know that at that time Arthur Orton was 30?—I did not know, but I knew that he was younger than me.

Did you leave your wife under the impression that all this was correct—that you were born in Chili, and so on?—I believe I did until the second marriage.

Was there a Roman Catholic priest at Wagga Wagga?—Yes, there was; but I was not friends with him.

I think you said you would have to state your real name in confession?

Mr. Serjeant Ballantine—He said the priest would not marry him unless he went to his duties.

Cross-examined.—I cannot recollect what were or what has become of the letters of "great importance" to which Mr. Gibb's alludes in his letter as having been received from Lady Tichborne. I wrote to Mr. Cubitt asking him for his charges, and offering to pay them, although I knew he had been employed by Lady Tichborne. My reason was that I believed I was then going via Melbourne, and I did not wish to leave without settling with him. The charges were not against me, but, being against my mother, I considered them to be all the same. I thought I might just as well pay them. I had no money at the time, but Mr. Cotty had offered to supply me with some. Besides advertising, I did not know what else he had done. At the time I offered to pay him I had not seen the series of letters which have been put in. I saw Mr. Gibbs, in June of the 15th February, 1866, to Lady Tichborne, says I was anxious to remain incognito, and that in many points he was pledged to secrecy for the present. That is correct. I did not wish to be known publicly; I had no other motive.

Why did you write that?—I can't be answerable for what other people say.

Can't you explain on what points he was pledged to secrecy?—I fancy I can. What he alludes to is my marriage—that is all I know of it. Mr. Cubitt did not send me his charges. I told him, in the letter of the 26th January, 1866, that I did not wish to be known in Wagga Wagga as Roger Tichborne. I told him to address letters to "T. C.," post-office there. I don't recollect receiving a letter from him. I believe that was the only letter I wrote to Mr. Cubitt. I may safely say I received no answer from him. Gibbs led me to believe he was a man of very indifferent character, but I find him to be a very respectable man.

Did you, in fact, desire Gibbs to pledge Cubitt to secrecy as to your marriage?—He knew nothing of my marriage at that time, but I did pledge Mr. Gibbs to secrecy upon that point.

Was there any other matter upon which you pledged him to secrecy?—No; except my life in Australia.

The Solicitor-General—Then he did communicate something about your Australian life.

Cross-examination continued—In writing to Lady Tichborne on the 24th July 1866, from Sydney, I say, "I received your letter yesterday morning. And was somewhat disappointed that you did not acknowledge me has your son. Surely, my dear mama, you must know my writing. You have cause me a deal of trouble, but it matters not. Has I have no wish to leave a country where I enjoy such good health, I have no intention of doing so at present. May when I become of the letter to which that was a reply. Before I left Sydney I gave a number of letters to Mr. Dawson.

These letters were called for, but the only letters produced were two unopened letters from Lady Tichborne which had been in the possession of Mr. Holmes

Cross-examination continued—Mr. Dawson is a solicitor in Sydney. I left a number of letters with him in case anything should happen to me. They may be in existence still. I left these letters a short time previous to my departure. I can't say whether they have been sent home. There were several letters, including some from my mother. I told Mr. Gibbs I intended to go to England, and after I had been acknowledged to come back to Australia. I did not say I would go to be identified, for I was not aware then that my identity was disputed. I may mention I was then coming over by myself.

What has become of the letters left with Mr. Dawson?—That I can't answer; but if you show me the letter you were reading just now I will tell you whether it was one of them. (Letters produced.) This is not finished.

The Solicitor-General—This is all that has been given to me.

The two letters produced by Mr. Holmes were read. The first was to Mr. Gibbs, in which Lady Tichborne expressed her earnest desire that she should send her son home to see her. The second was written by Lady Tichborne to the claimant after his return to England, beginning, "My dear Roger and beloved son," saying she was sorry anything unpleasant should have occurred with Mr. Gosford, and telling him that Mr. Norris would settle certain accounts.

His Lordship remarked that clearly the last could not have been one deposited with Mr Dawson.

To the Solicitor-General—I don't know whether the letters are still in Mr Dawson's custody.

To the Judge—I informed Mr. Holmes that Mr. Dawson had the letters, but I do not know whether he sent for them.

The Solicitor-General—You have had notice to produce them?—Yes, a month ago; but how could they be produced in that time?

As you say you left them with Mr. Dawson in case anything should happen to you, you must have thought they were important?—I suppose I thought they were important, but not in connection with any lawsuit, because I did not know then any would take place. I have no copies of the letters

The Judge—How many letters were left with him?—I think three. There were several other letters, but they had nothing whatever to do with the case.

The Solicitor-General—There must have been several, because Lady Tichborne alludes in one of her letters to having sent you as many as three.—Yes.

And those three are referred to only in one letter. Must there not have been more from Lady Tichborne?—Perhaps so.

How was it throughout the correspondence that your mother did not know up to the 22nd of August, 1866, you were going by the name of Thomas Castro?—I think it was my wish she should not know.

The claimant here complained that there was a gentleman sitting under the jury-box reading some of the printed evidence.

The Judge—Are you a witness for either side?

The stranger replied that he was a witness for the defence.

Mr. Serjeant Ballantine said it did not matter even if he was a witness for the plaintiff, as it had been arranged that no one should sit there.

The claimant said the gentleman appeared to be reading some letters.

The Solicitor General—Is he not Captain Polhill Turner, one of your brother officers?

Mr. Serjeant Ballantine—A direction has been given about no one sitting there, and perhaps the claimant is more sensitive in the matter than he need be under the circumstances.

The Claimant—All I can say is that I could not attend to what the Solicitor-General was speaking about while that gentleman was sitting there. (Laughter.)

His Lordship remarked that the witness appeared to be keenly alive to what was passing.

Mr Serjeant Ballantine thought the discussion might just as well have been avoided.

The Solicitor-General—Let me ask you if that gentleman was the captain of your troop?

The Judge—No, no. Don't go any further into this matter.

Cross-examination continued—After I left Wagga Wagga I got to Sydney. I saw there Cubbitt, Bogle, Guilfoyle, Butts, and Turville. I had not known Butts or Cubbitt before. Mr. Turville had never known me before. The first person I saw in Sydney on business was the manager of the bank, about money. The first person I saw on the subject of my coming home to claim my estates I think was Cubitt. No; I think it was Gibbs. He did not come down with me, but afterwards. I did not find from Cubitt that he had seen Bogle previous to my seeing him. I am certain he had not seen him before then. I remember saying to him that I had seen Bogle myself, and he did not say he had seen him. When I saw Bogle I did not take him into my service. I did not take his son into my employ. I received about 250*l.* from Andrew Bogle, the son. He wanted me to bring his father home with me, and I had not a sufficient sum. I brought old Bogle with me and one of Andrew Bogle's little boys. Bogle wanted to come home. 250*l* was more than enough to bring him. There were two Butts—father and son. The first was proprietor of Butts' Hotel. Young Butts entered my service as secretary. You may call him so. (Laughter.) He corresponded with one and another for me.

Did you take a fancy to become proprietor of Butts' Hotel?—Not to become the proprietor. It was sold to me for £10,000, for which I drew bills on Drummond's. I never had an account there, nor a farthing of money. When I drew the bills, time was given to me to put money in the bank before they were presented. Glyn's had kept my account, but Drummond's had not.

Of course the bills were dishonoured?—Yes. (To the Judge.) The bills are here in London. They were not discounted. They were given on the understanding that I should have time to provide the money. They were not discounted; they were merely presented and dishonoured.

Cross examination continued—The hotel was re-sold by the same gentleman, and it produced £10,700. My reason for drawing on Drummond's was that the first bill given to Mr. Cotty was on that bank, and I thought I should not draw on another bank. Mr. Cotty was manager of the Australian Bank at Wagga Wagga.

The Solicitor-General then read a list of bills given by the claimant in Australia, and also, at Panama and New York, on his way to England, which were signed "R C. Tichborne," and presented at Drummond's and dishonoured, and remarked that the total amount appeared to be very considerable.

The Claimant—It would not have been more than I could have paid.

The Solicitor-General—Something like £15,000. One of the bills is for £108 9*s*., payable to Thomson and Giles, and due on the 1st of December, 1866. What was that given for?—I believe for money lent; but they knew very well I had no account at Drummond's when I drew the bill. None of the bills were drawn except with the consent of the parties to wait until money was paid into Drummond's. Cotty's bills for £300 and £200 were given for special cause.

I am speaking of actual instructions furnished by Messrs. Drummond's. Were not the bills drawn upon Drummond's by you, and presented to them for acceptance?—They were drawn with a knowledge by the parties who advanced the money that I had no account there, and that they would not be paid until I arrived in England and paid in money to meet them.

Question repeated—I cannot tell in what form the bills were. I paid a great many of them.

As I understand, you had cash or goods for all these bills?—Yes.

Afterwards the claimant explained that for four bills, amounting to £1,000, he never received anything except a note of hand for that amount; and that for certain law business, amounting to £30, he was obliged to give David Levy a bill for £100.

To the Judge—Cubitt's bill amounting to £1,000 is not included in those upon Drummond's, and I cannot say whether it was drawn upon any bankers.

Cross-examination continued—Cotty's bills are also not included. I fancy I drew them in favour of Warbey. They were promissory notes for £307 and £132 13*s*. Gibbs's bill for £500 was drawn upon the Consolidated Bank, and dishonoured. I had no account there. It must be his bank, for I never heard of it before. I did not pay in any money to met it. James Warbey is a gentleman at Wagga Wagga, but I did not know that he was the payee of Cotty's bills of £307 and £132 13*s*. I thought Cotty was the payee. I still say Cubitt was to wait until I paid money into the bank to meet his bills. I first saw Guilfoyle in King street, Sydney. I met him in the street, not far from Butts' Hotel. Butts did not bring him to see me. I walked from the street with Guilfoyle into the hotel. He asked me if I knew a person named Guilfoyle. I said "Well." He said "Are you Tichborne?" I said "Yes, I remember a gardener of that name." He said "Do you know me?" and I said "You are not Guilfoyle." He assured me he was Guilfoyle, and then his wife came up, and she said, "I knew it was Roger." We then joined in a general conversation, and we walked to the hotel. The way we met was this. I was walking down the hill, and I heard some one say, "That is him." Then Guilfoyle walked back, and said, "Is your name Tichborne?" I said it was. Then the conversation took place which I have mentioned.

Is this a true account of what passed—"I asked him if he knew me (Guilfoyle) and he said no. I then asked him if he recollected the gardener at Tichborne, and he said no. I then said, 'What if you Roger Tichborne' inquired had been made for me at Ford's Hotel; and as I had promised my mother faithfully to see no one before I saw her, I went to Gravesend. Was it in fulfilment of her wish that you went to Alresford?—No; but it was her wish that I should not make myself known at Alresford. She had wished me not to go to London in her last letter. That letter I have not yet heard read. I thought nobody would know me at Alresford, and I went there. At Alresford I met one of the hotel carriages, and drove at once from the railways to the hotel. I did not go to the Horse and Groom at all. I did not go there and stay some hours.

Then if any one has said so it would be a mistake and invention?—Very likely both. I gave the name of Taylor at the Swan because the girl asked me what name she was to enter, and I said, "Oh, Taylor or anything."

Your mother had asked you to keep quiet, and not see any one. Why did you go to Alresford?—Merely a wish to see the old place. I never went out of the house again that night. I believe I asked the landlord to come and have a glass of grog with me. On Monday, Rous, the landlord, and I went over to Lady Tichborne.

Did you stay at the Dairyhouse?—Yes.

Did you go round the back of the house at Tichborne?—I believe I went to the front to see what alterations had been made. I looked at one wing. Rous said he was going round the village, and I went with him to Cheroton. I muffled my face up as well as I could so as not to be recognised. On the day before, Sunday, I walked about and went down to see who the people were coming out of church. Between Tichborne and Alresford, I met Eldridge, a blacksmith, and had a talk with him. I never mentioned my own name. I never said, "Is there much talk about Sir Roger Tichborne coming back?" I never asked him whether I looked like him, and never replied, "Well, I—— if you are." I never asked him where he was going, and when he said he was going into the village to be shaved, I gave him sixpence to get a drop of drink with him. This was in the morning, and at nine o'clock the same night I met him in Alresford. We talked for about 20 minutes about Tichborne and the neighbourhood. He is an old man now, and his family have been there for 200 years. He told me I had been dead I don't know how long, and Bogle too.

Did you encourage him to talk, to see what they thought of Roger?—I can't remember; but the probability is I did so. Still, I don't think I talked with him with that object. He told me one thing that amused me; he said ship was lost, and that the crew and seven others took to the boats, and were picked up at three days' sail from Melbourne, where you landed?—I did not.

Did he tell you that if you took the estates your name would not be Tichborne?—I don't recollect.—No.

The Judge—Is it necessary to go over every word of the evidence of the Australian commission?

Mr. Serjeant Ballantine said he was bound to know what was in the commission, and he would make no complaint if his learned friend did not put everything to the plaintiff.

The Solicitor-General thought there would be some difficulty in passing over all the rest of the evidence, but he would shorten his cross-examination as much as possible.

His Lordship—Before we adjourn I desire to ask the plaintiff a question. Do you know any person in Australia who has passed by the name of Reed?—Reed? No, my lord, I don't know.

You have told us you knew Arthur Orton. Did you ever know him using or passing by the name of Reed?—No, my lord.

His Lordship—My reason (addressing counsel) for asking these questions is that I have received a communication which may or may not be important, but it comes recommended by the name of a respectable gentleman, as far as I am aware. There is some information in the letter, which I should like to put to the person in the course of the counsel on both sides, I thought it proper to put these questions. I may add that the writer is unknown to me, but he vouches the name of a gentleman with whom I am very well acquainted, and the body of you has had the letter during the adjournment. (The letter was accordingly handed down to the counsel.)

You came to England via Panama and New York?—Yes.

And landed on Christmas-day, '66?—Yes.

You told me that after you had been to Ford's hotel and Beaumont-street, you went down to Wapping. What time was it you got to Ford's?—I got in the docks between three and four o'clock, and went straight to Ford's. My wife, child, and servant—a female servant—went with me. Bogle followed afterwards. I dined, went to Beaumont-street, and then to Wapping, where I ar